City of South Lake Tahoe
City Council and South Tahoe Joint Powers Parking Financing Authority
Meeting Agenda
Tuesday, August 13, 2024 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cody Bass, Mayor
John Friedrich, Mayor Pro Tem
Cristi Creegan, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us06web.zoom.us/j/82348740513
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

Providing Public Comment:

In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is: 823 4874 0513. Press *9 to indicate a desire to make a comment, press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject

line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Land Acknowledgement

Land Acknowledgement - The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Washiw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

Roll Call

Closed Session Report

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission Reports

Presentations

1. Presentation from League to Save Lake Tahoe on Single-use Water Bottle Ban
   Requested Action / Suggested Motions: Receive presentation by representatives of the League to Save Lake Tahoe regarding the Ordinance Banning Single-use Plastic Water Bottles.
   Responsible Staff Member(s): Sara Letton, Sustainability Coordinator, and Heather Stroud, City Attorney
   Item 1- Executive Summary.pdf
   League Presentation to Council August 13, 2024.pdf

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

2. City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Parking Financing Authority Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the June 18, 2024, City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Parking Financing Authority meeting minutes.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 2- Executive Summary.pdf
06 18 2024 City Council Minutes.pdf

3. Financial Policy Amendments Regarding Local Training & Meeting, Procurement, Grant Funding & Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting
Requested Action / Suggested Motions: Pass a Resolution amending financial policies regarding Local Training & Meeting, Procurement, Grant Funding & Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor, Lori Marino, Principal Management Analyst
Item 3- Executive Summary.pdf
01-Staff Report - Financial Policy Amendments.docx
02-Resolution - Financial Policy Amendments.docx
03- CSLT Local Training and Meeting Policy Redline.pdf
04- CSLT Local Training and Meeting Policy (Exh. A to Reso).pdf
05- CSLT Procurement Policy Redline.pdf
06 - CSLT Procurement Policy Updated (Exh. B to Reso).pdf
07- CSLT Grant Funding Compliance Policy Redline.pdf
08- CSLT Grant Funding Compliance Policy (Exh. C to Reso).pdf
09- CSLT Travel Policy Redline.pdf
10- CSLT Travel Policy (Exh. D to Reso).pdf
11- CSLT CalCard User Handbook Redline.pdf
12- CSLT CalCard User Handbook (Exh. E to Reso).pdf
13- CSLT Preserving Capital Investments Redline.pdf
14- CSLT Preserving Capital Investments (Exh. F to Reso).pdf
15- CSLT Financial Reporting Redline.pdf
16- CSLT Financial Reporting (Exh. G to Reso).pdf

4. Agreement with California Tahoe Emergency Services Operations Authority for Medical Dispatch and Support Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Service Agreement with the California Tahoe Emergency Services Operations Authority for Police Department Joint Communications emergency medical dispatch and support services for ambulance emergency response to commencing Sept 1, 2024 and ending Aug 31, 2029. The CTESOA will pay CSLT $289,818.52 in year one, with 3% increases annually through the five year contract.
Responsible Staff Member(s): Jeff Roberson, Support Lieutenant
Item 4- Executive Summary.pdf
01-Staff_Report_-_Joint_Dispatch_Agreement.docx
02-Joint Dispatch Agreement.pdf

5. Memorandum of Understanding with Lake Valley Fire Protection District and Lake Tahoe Unified School District for Fuels Reduction Projects
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute the MOU with Lake Valley Fire Protection District and the Lake Tahoe Unified School District for management of fuels reduction projects on School District properties.
Responsible Staff Member(s): Jay Manning, Division Chief
Item 5- Executive Summary.pdf
01-Staff Report -MOU with Lake Valley and LTUSD.docx
02-MOU CSLT LTUSD LVFPD Fuels Reduction.pdf

6. Request for modification for the City's current Stevens Authority pass through Grant Funding from the USFS
Requested Action / Suggested Motions: Pass a Resolution 1) approving the application for Hazardous Fuel Reduction at the LTUSD High School property, and accept the award of up to $321,289; 2) appointing the Fire Chief or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project; and 3) Accepting the grant funds and authorizing the Finance Director to appropriate the funds into the budget.
Responsible Staff Member(s): Jay Manning, Division Chief
Item 6- Executive Summary.pdf
01-Staff Report - USFS Grant Funding.docx
02-Resolution - USFS Hazardous Fuel Reduction Project.docx
03-USFS Modified Agreement.pdf
04-Map of Project Area

7. Ratification of Participation in National Opioid Litigation Settlement with Kroger and Acceptance and Appropriation of Settlement Funds
Requested Action / Suggested Motions: Pass a Resolution ratifying participation in the national opioid litigation settlement with Kroger and accepting and appropriation settlement funds in an estimated amount of $57,629.
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 7- Executive Summary.pdf
01-Staff Report Kroger.docx
02-Resolution Kroger.docx
03 - Kroger Settlement Docs (Exh. A to Reso).pdf
04 - Nationwide Kroger Settlement Exhibit E.pdf

8. Agreement with EV Range for On Call Electrical and Structural Engineering Services
Requested Action / Suggested Motions: (1) Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with EV Range for an amount of $423,186 for engineering design services; and (2) Pass a Resolution authorizing budget transfer of $85,000 for this Agreement.
CEQA Determination: This project is categorically exempt from review under CEQA Guidelines section 15301 (existing facilities).
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator, and Anush Nejad, Public Works Director
Item 8- Executive Summary.pdf
01 - Staff Report - Contract for Electrical and Structural Engineering.docx
02-Agreement with EV Range for Engineering & Design Services.pdf
03 - Resolution Authorizing Fund Transfer for EV Charging Infrastructure

9. Ratification of Acceptance of $75,000 from CalRecycle for 2023 SB 1383 Local Assistance Grant Program
Requested Action / Suggested Motions: Pass a Resolution ratifying acceptance of a grant award in

the amount of $75,000 from CalRecycle's 2023 SB 1383 Local Assistance Grant Program to be used towards organics diversion education and outreach.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 9- Executive Summary.pdf
01 - Staff Report - Grant Acceptance.docx
02 - Resolution - Acceptance of Grant Award.docx

10. Ratification of Grant Application and Acceptance of $12,500 from Tahoe Water Suppliers for Water Bottle Filling Station Program
Requested Action / Suggested Motions: Pass a Resolution: 1) Ratifying the submittal of application to Tahoe Water Suppliers Association for the Water Bottle Filling Station Grant Program; and, 2) Authorizing the acceptance of $12,500 in grant funds from Tahoe Water Suppliers Association into the FY 23 - 24 budget.
CEQA Determination: This project is categorically exempt under Section 15301 of the CEQA Guidelines (existing facilities).
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 10- Executive Summary.pdf
01-Staff Report - Water Bottle Filling Station Program.docx
02 - Resolution TWSA Grant Acceptance 12,500.docx
03 - Request for $12,500 to TWSA from City of SLT.pdf
04 - Grant Award via Email in lieu of contract.pdf

11. Acceptance of $45,000 Grant from Tahoe Fund Toward Electrification of LakeLink
Requested Action / Suggested Motions: Pass a Resolution approving receipt of $45,000 grant from the Tahoe Fund toward electric vehicle charging infrastructure costs on City property supporting the electrification of the LakeLink microtransit fleet managed by the South Shore Transit Management Association and corresponding budget amendments.
CEQA Determination: This action is exempt from review under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 11- Executive Summary.pdf
01 - Staff Report Grant Acceptance of 45,000 from Tahoe Fund.docx
02 - Resolution Accepting 45,000 Grant from Tahoe Fund toward EV Microtransit.docx
03 - Tahoe Fund Grant Letter.docx
04 - Tahoe Fund Project Report Template.docx

12. Quarterly Update on the Affordable Housing Waitlist
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Lydia Zuniga, Associate Management Analyst
Item 12- Executive Summary.pdf
01-Staff Report - Quarterly Update.docx

13. Budget Appropriation of Permanent Local Housing Allocation (PLHA) Formula Funds
Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate up to $828,516 into the FY 2023-2024 budget for the PLHA annual allocation over five years to fund current and future projects.
Responsible Staff Member(s): Jessica Wackenhut Lomeli
Item 13- Executive Summary.pdf
01-Staff Report.docx
02-Resolution - Budget Appropriation.docx

14. Reject Bid for Rockwood to Blackwood Drainage Improvements Project
Requested Action / Suggested Motions: Pass a Motion to reject the bid received for the Rockwood to Blackwood Drainage Improvements Project - BN-24-30140051-01 and direct staff to re-bid the Project.

CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer
Item 14- Executive Summary.pdf
01-Staff Report - Reject Bid.docx

15. Acceptance of $25,000 Grant from California Governor's Office of Emergency Services for Tahoe Community Emergency Response Team
Requested Action / Suggested Motions: Pass a Resolution amending the Fiscal Year 23/24 budget and accepting the Cal OES Grant Subaward in the amount of $25,000 appropriated into the Emergency Preparedness account with the performance period of June 1, 2024, through December 31, 2025.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 15- Executive Summary.pdf
01-Staff Report - Cal OES Listos CERT Grant Acceptance.docx
02-Resolution - Cal OES Grant Acceptance.docx

16. El Dorado Boat Ramp Lease Agreement with California State Lands Commission
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Lease Agreement with the California State Lands Commission for the El Dorado Boat Ramp.
CEQA Determination: This project is categorically exempt from review under CEQA Guidelines section 15301 (existing facilities).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 16- Executive Summary.pdf
01-Staff Report - El Dorado Boat Ramp Lease Agreement.docx
02-Lease with State of California Lands Commission
03-State Lands Commission Staff Report.pdf

17. Update to the Master Fee Schedule for Bellamy/Transit Way Parking Fees
Requested Action / Suggested Motions: Pass a Resolution amending the Master Schedule of Fees, Category-Police, subcategory-Parking Bellamy/Transit Way from a rate of $1 per 20 minutes (2 hour maximum) to a rate of $2 per 20 minutes (2 hours maximum).
Responsible Staff Member(s): Jeff Roberson, Police Lieutenant
Item 17- Executive Summary.pdf
01- Staff Report - Update to Master Fee Schedule Bellamy Parking.docx
02-Resolution Master Fee Update Bellamy Parking Fee.docx

Consent - South Tahoe Joint Powers Parking Financing Authority

18. Amendment No. 3 to Agreement with Walker Consultants for the Bellamy Parking Garage Upgrade Project
Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Chair to execute Amendment No. 3 to the Agreement with Walker Consultants to add $32,020 for a not-to-exceed contract amount of $278,886, and appropriating $32,020 from the Parking Garage Fund Balance for the Bellamy Garage Upgrade Project.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301 (existing facilities).
Responsible Staff Member(s): Anush Nejad, Director of Public Works and Jeff Roberson, Operations Lieutenant
Item 18- Executive Summary.pdf

01-Staff Report - Amendment No. 3 to Walker Consultant.docx
02 - C-047-2022 Walker Consultants.pdf
03-Amendment No. 1 Walker Consultants
04 - Amendment No. 2 Walker Consultants.pdf
05-Resolution.docx
06-Amendment No. 3 Walker Consultants (Exh. A to Reso).pdf

Regular-Unfinished Business

19. Update on Formation of South Tahoe Transit Joint Powers Authority
Requested Action / Suggested Motions: Pass a Motion confirming negotiating terms with El Dorado County for South Tahoe Transit Joint Powers Authority (JPA) as follows: (1) Purpose to include working with regional, state and federal agencies to plan, program, and secure funding for transit within the JPA area, and to develop, provide, and operate local transit services to benefit the JPA area; (2) Member agencies are City of South Lake Tahoe and El Dorado County, with the JPA Board to be comprised of 2 City Councilmembers and the County District V Supervisor, with non-voting ex officio members to include an appointee each from the South Shore Transit Management Association (SSTMA) Board and Tahoe Transportation District (TTD) Board; and (3) Managing Agency to be the City of South Lake Tahoe.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 19- Executive Summary.pdf
01-Staff Report-Transit JPA Formation
02-South Tahoe Transit JPA Boundary

20. Professional Services Agreement with RSG, Inc. for Real Estate and Economic Development Services for the Chateau Site
Requested Action / Suggested Motions: (1) Pass a Resolution amending the Adopted 2023-2024 Budget and appropriating an additional $29,930 from General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services and authorizing and; (2) Pass a motion authorizing and directing the Mayor to execute the Professional Services Agreement with RSG, Inc. for Real Estate and Economic Development Services for the Chateau site with a not-to-exceed amount of $129,930.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 20- Executive Summary.pdf
01-Staff Report.docx
02-Request for Proposals
03-RSG Proposal
04-Resolution Appropriating Budget
05-RSG Professional Services Agreement

21. National Community Survey Results
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 21- Executive Summary.pdf
01-Staff Report - NCS Survey Resulty
02-The NCS Report - South Lake Tahoe
03-The NCS Presentation South Lake Tahoe

Regular-New Business

22. Airport Master Plan Update
Requested Action / Suggested Motions: Pass a Motion selecting Alternative 4 as the recommended alternative in the Airport Master Plan for the purpose of initiating environmental review.
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 22- Executive Summary.pdf

01- Staff Report Airport Master Plan
02- Presentation Master Plan
03- Comments
04- Comment Log

23. Naming Rights Agreement with the South Tahoe Parks Foundation for Multigenerational Recreation & Aquatics Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Naming Rights Agreement with the South Tahoe Parks Foundation, a California 501(c) (3) charitable organization.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 23- Executive Summary.pdf
01-Staff Report - Rec Center Naming Rights Agreement.docx
02-Naming Rights Agreement.pdf

24. Allocation of Remaining Funds From Fire Station 3 Project to Fire Station 1 Renovation and Repairs
Requested Action / Suggested Motions: Pass a Resolution transferring remaining funds from Fire Station 3 Capital Improvement Project account and Fire Dept Emergency Medical Services available fund balance to Fire Station 1 Capital Improvement Project account for needed repairs and renovations at Fire Station 1.
CEQA Determination: This item is exempt from review under CEQA Guidelines 15301 (existing facilities).
Responsible Staff Member(s): Jim Drennan, Fire Chief and Katherine Stempien, Associate Architect
Item 24- Executive Summary.pdf
01 - Staff Report - Allocate Station 3 Funds to Station 1.docx
02 - Resolution.docx
03-Fire Station 3 remodel.pptx

25. Five-Year Capital Improvement Plan and FY24-25 Budget Recommendations
Requested Action / Suggested Motions: Pass a Motion directing staff to bring back the FY 24-25 Budget Recommendation and Five-Year Capital Improvement Plan for approval at the City Council meeting on August 27, 2024.
Responsible Staff Member(s): Anush Nejad, Director of Public Works
Item 25- Executive Summary.pdf
01-Staff Report - Five-Year CIP and 24-25 Recommendations.docx
02 - Participatory Budget Project List.pdf
03 - Five Year CIP Financial Summary (24-28).pdf
04 - 24-25 CIP Budget Presentation.pdf
05 - Five Year CIP Details (24-28).pdf

26. Mid-Town Area Plan: Priority Topics and Stakeholder Engagement Update
Requested Action / Suggested Motions: Pass a Motion confirming priority topics to be addressed in the Mid-Town Area Plan as: (1) implementation of redevelopment strategies and incentives; (2) creation of arts district; (3) transportation improvements; (4) encouraging housing development; (5) concentration of City services and civic amenities; and (6) enhancement of recreation assets.
Responsible Staff Member(s): Anna Kashuba, Senior Planner
Item 26- Executive Summary.pdf
01-Staff Report - Mid-Town Area Plan Stakeholder Engagement.docx
02-Mid-Town Area Plan Boundary.pdf

Agenda Planning Calendar

27. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any

desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joe Irvin, City Manager and Susan Blankenship, City Clerk
Item 27- Executive Summary.pdf
APC - 08 11 2024.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday August 13, 2024, City Council meeting was posted and available for review on Thursday August 8, 2024, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.
Signed August 8, 2024

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:1

Agenda Item: Presentation from League to Save Lake Tahoe on Single-use Water Bottle Ban

Executive Summary: In coordination with City staff, the League to Save Lake Tahoe created and implemented an education and compliance plan for the water bottle ban. The League requested to present an update on the ban to City Council at their August meeting.

Requested Action / Suggested Motions: Receive presentation by representatives of the League to Save Lake Tahoe regarding the Ordinance Banning Single-use Plastic Water Bottles.

Responsible Staff Member: Sara Letton, Sustainability Coordinator, and Heather Stroud, City Attorney

Reviewed and Approved By: Susan Blankenship, City Clerk Heather Stroud, City Attorney

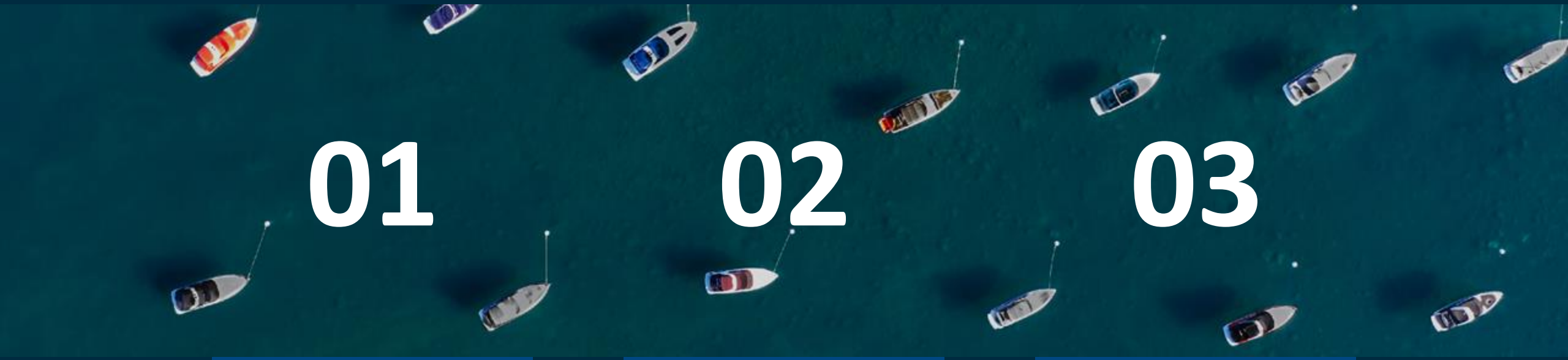
Attachments:

League Presentation to Council August 13, 2024.pdf

Report on Ordinance Banning Single-use Plastic Water Bottles

KEEP TAHOE BLUE®

Darby Creegan
Public Policy Intern



01

Timeline of Ordinance

02

Business Audit and Outreach

03

Data and Suggestions

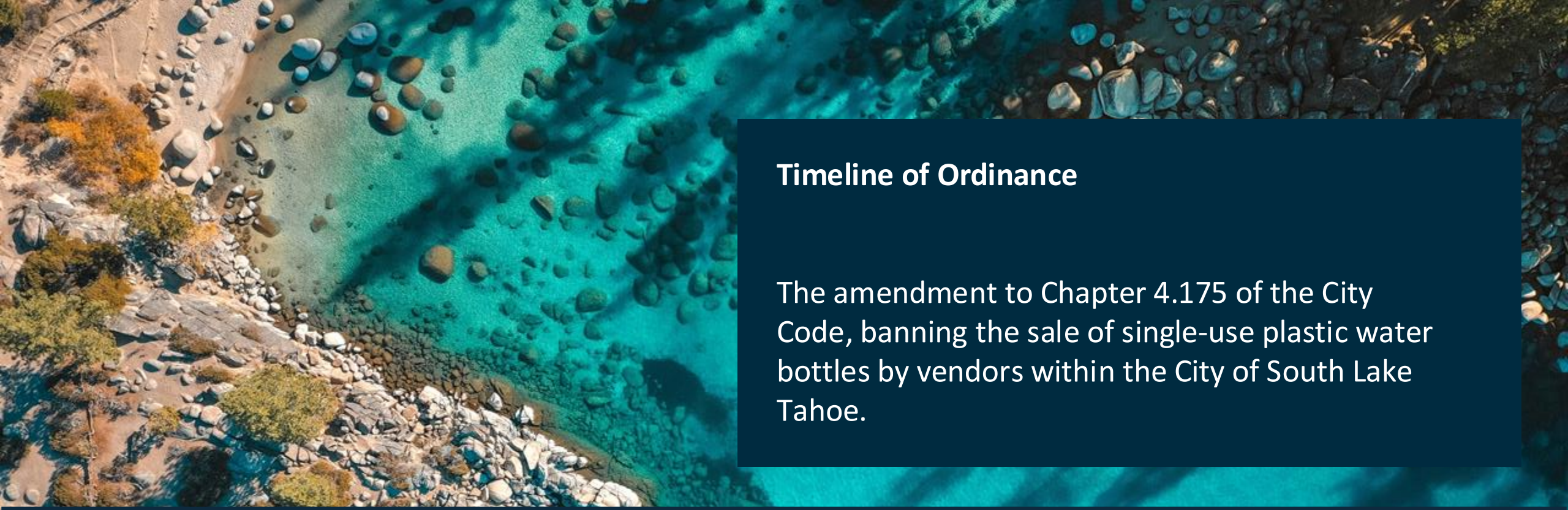


Justifications for this Ordinance

Contributes to the City's Climate Action Plan goals

Waste management is identified in the 2021-2026 Strategic Plan with specific provisions to address litter at its source by restricting plastic bottles sales

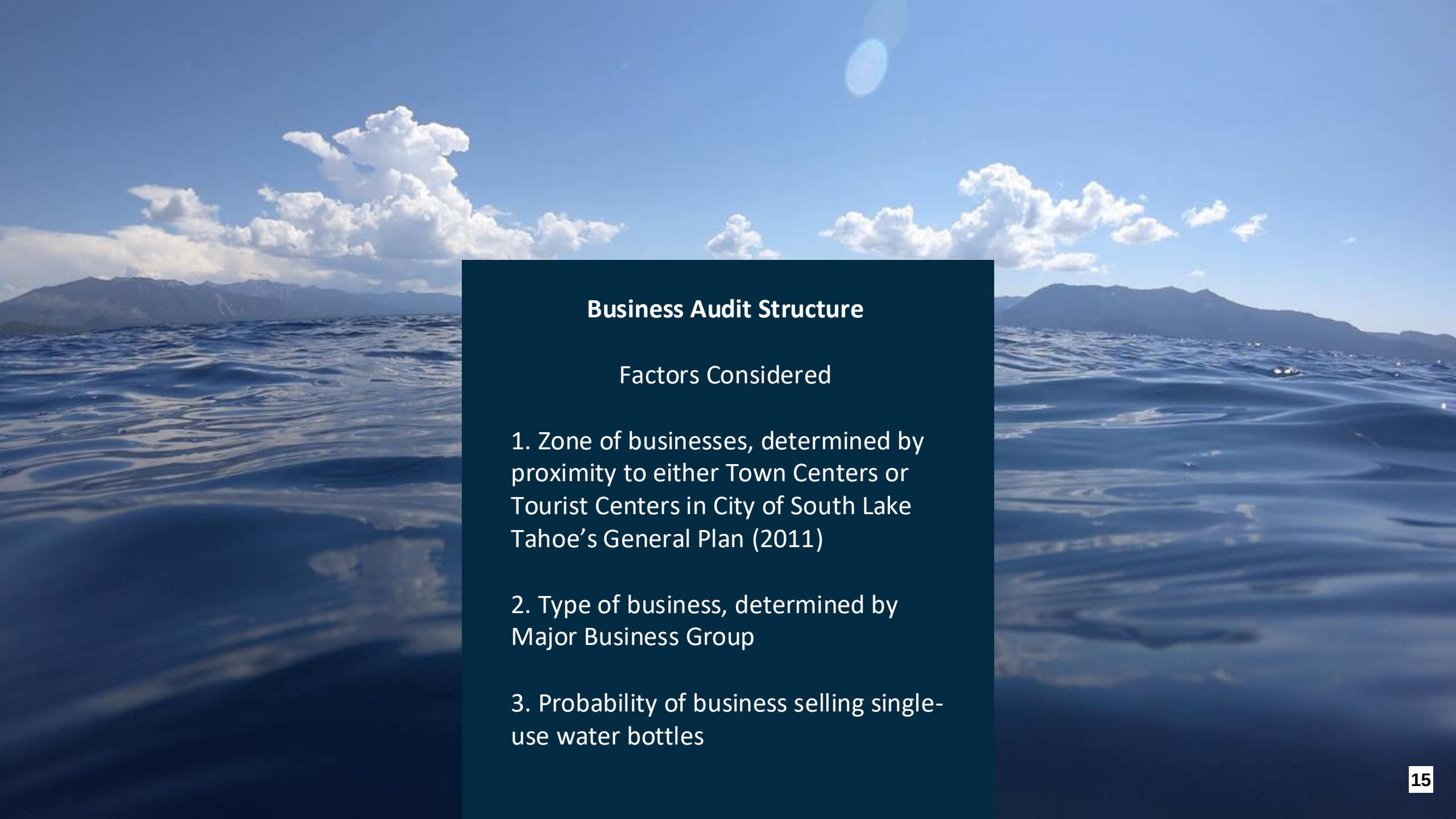
Data collected by the League to Save Lake Tahoe demonstrated the vast amount of plastic found around the Lake



Timeline of Ordinance

The amendment to Chapter 4.175 of the City Code, banning the sale of single-use plastic water bottles by vendors within the City of South Lake Tahoe.

June, 2022	October, 2022	Earth Day, 2023	December, 2023	Earth Day, 2024	August, 2024
Legal staff presents draft ordinance to Council	Council adopts updated ordinance amendment	Ban on single-use plastic bottles goes into effect at City events	League & City staff initiate Outreach & Education Phase I	Ban of single-use plastic bottles becomes city-wide	League staff initiates audit of businesses



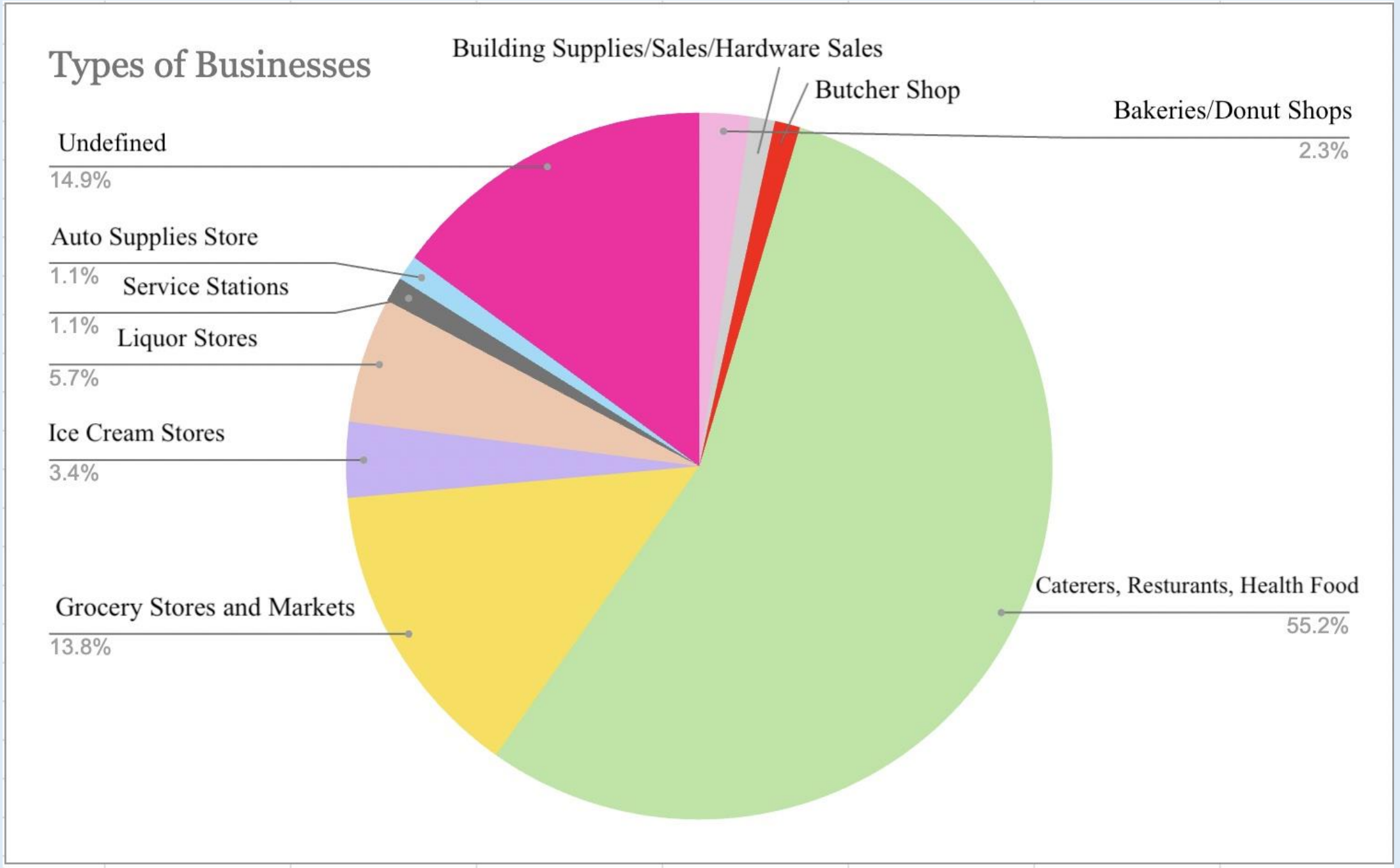
Business Audit Structure

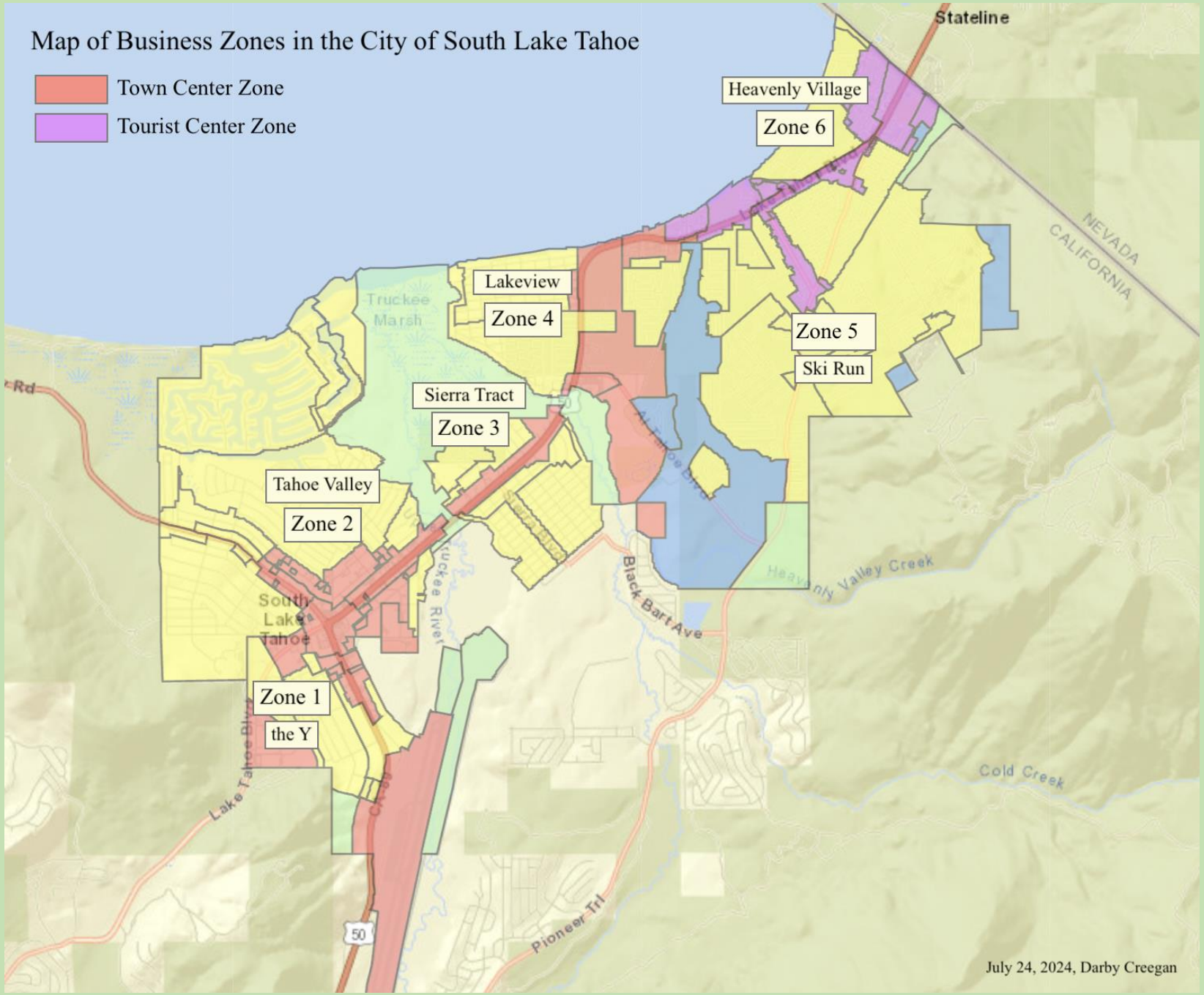
Factors Considered

1. Zone of businesses, determined by proximity to either Town Centers or Tourist Centers in City of South Lake Tahoe's General Plan (2011)

2. Type of business, determined by Major Business Group

3. Probability of business selling single-use water bottles


Types of Businesses
Building Supplies/Sales/Hardware Sales
Butcher Shop
Bakeries/Donut Shops
2.3%
Undefined
14.9%
Auto Supplies Store
1.1%
Service Stations
1.1%
Liquor Stores
5.7%
Ice Cream Stores
3.4%
Grocery Stores and Markets
13.8%
Caterers, Resturants, Health Food
55.2%


Map of Business Zones in the City of South Lake Tahoe
Town Center Zone
Tourist Center Zone
Stateline
Heavenly Village
Zone 6
NEVADA
CALIFORNIA
Lakeview
Zone 4
Truckee Marsh
Zone 5
Ski Run
Sierra Tract
Zone 3
Tahoe Valley
Zone 2
South Lake Tahoe
Truckee River
Black Bart Ave
Heavenly Valley Creek
Zone 1
the Y
Lake Tahoe Blvd
Cold Creek
50
Pioneer Trl
July 24, 2024, Darby Creegan

Businesses Audited Per Zone

1. 'Zone' of business, defined by the City of South Lake Tahoe. Tourist Centers

Zone #	1	2	3	4	5	6	Total
# of Businesses Audited	12	15	13	15	10	22	87
% of Total per Zone	13.7%	17%	14.9%	17%	11.5%	25%	--

The distribution of businesses is even across zones, with Heavenly Village being the largest category.





Waste in the City of South Lake Tahoe

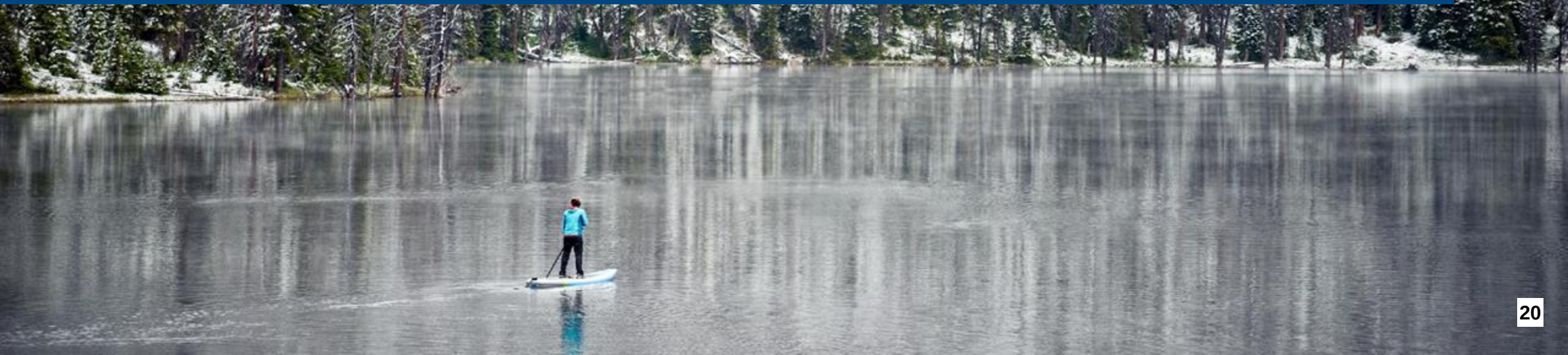
South Tahoe Refuse is the waste management business in the City of South Lake Tahoe, and collects plastic bottles, they have a noticeable decrease in the amount of #1 plastic being hauled off the hill

We're working with STR to calculate metrics for pre- and post-ordinance amounts of plastic, along with interviews with folks who work on the sorting line to determine how much waste is being reduced

Percentage of Businesses Visited and in Compliance, per Zone

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total
Percentage of Designated Businesses Visited	85%	75%	70%	71%	77%	x	81%
Percentage of Visited Businesses in Compliance	82%	91%	77%	90%	80%	x	84%

Hours spent auditing: 22.5



Reasons Given for Lack of Compliance

La Mexicana Meat Market

”We thought you could still sell liter size water bottles, not only gallons.”
July 30th, 2024

Langenfeld Ace Hardware *

”Ace Corporate told us that only single servings of water were banned, and the 16.9 oz bottles we’re selling are fine.”
July 29th, 2024

Tahoe Keys Liquor

”We didn’t know about the ban but won’t reorder these plastic bottles.”
August 2nd, 2024



* Business was spoken with during December outreach phase and ordinance was explained.



Free Bird Café, *in compliance*

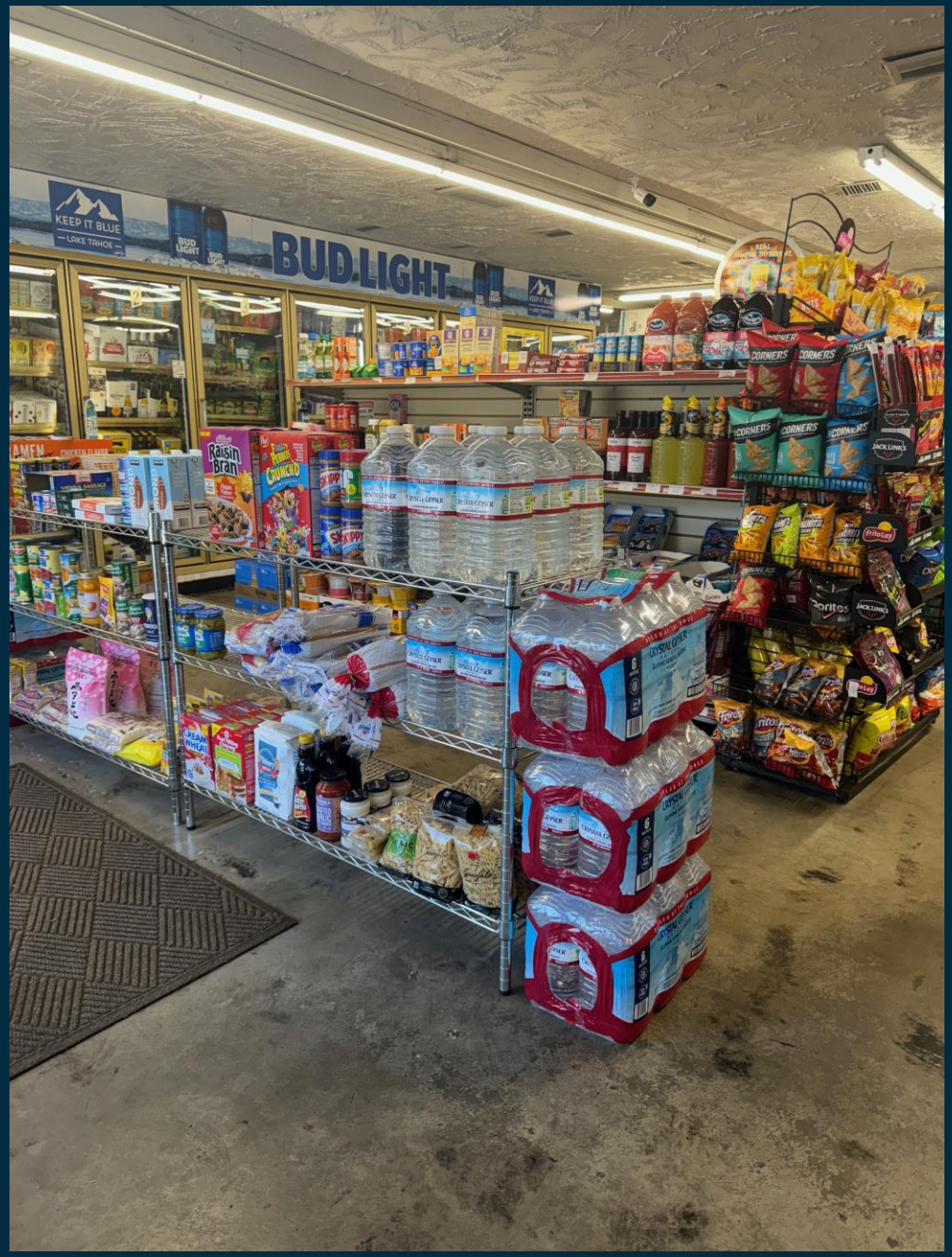


Aisle 1, *in compliance*



Suggestions:

Many business owners and employees were confused about water being the only plastic banned, as opposed to soda or teas. It is recommended that the City release a publication explaining why water was the *first* single-use plastic bottle to be banned.



Suggestions:

Close the loophole that allows businesses like major grocery stores to sell large packs of plastic water bottles because they're 'flavored water.'

Consider also restricting the sale of water cartons, which contain plastic, to match the ordinance in Truckee.



Suggestions:

Partner with local businesses who are just outside of the City limits and ask if they would be interested in being ‘part of the solution.’

Customers can still buy packs of plastic bottles at Holiday Market and Safeway at Round Hill, and it would be great to change this.



Next Steps

The League will release a final report describing the full audit with data from the interviews conducted at the end of August.

We would love to collaborate further on Outreach and Education plans.



Questions?

darby@keeptahoeblue.org
gavin@keeptahoeblue.org

KEEP TAHOE BLUE®

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:2

Agenda Item: City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Parking Financing Authority Meeting Minutes

Executive Summary: City Council is asked to formally approve the June 18, 2024, City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Parking Financing Authority meeting minutes.

Requested Action / Suggested Motions: Pass a Motion approving the June 18, 2024, City Council, South Tahoe Redevelopment Successor Agency, South Tahoe Joint Powers Parking Financing Authority meeting minutes.

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

06 18 2024 City Council Minutes.pdf

City of South Lake Tahoe City Council, SouthTahoe Redevelopment Successor Agency, and South Tahoe Joint Powers Parking Financing Authority Meeting Minutes

Tuesday, June 18, 2024 at 5:30 pm

City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council member discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us *Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at* http://www.cityofslt.us

Call to Order/ Pledge of Allegiance
Mayor Bass called the meeting to order at 5:33 p.m.

Land Acknowledgement
Mayor Bass read the Washoe Tribe of Nevada and California Land Acknowledgement.

Roll Call
Present were Mayor Bass, and Councilmembers Creegan, Wallace, and Robbins. Mayor Pro Tem Friedrich was absent.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Closed Session Report
None.

Proclamations

1. Issued a Proclamation to Angie Reagan, Access Tahoe, recognizing July 2024 as "Disability Pride Month"

2. Issued a Proclamation to Jerry Bindel and David Gregorich, City of South Lake Tahoe Parks and Recreation Commission, recognizing July 2024 as "Parks Make Life Better Month"

Note: Mayor Bass announced Item 22, Presentation of Elections Code Section 9212 Report for Vacancy Tax Citizens Initiative would be heard after South Tahoe Joint Powers Financing Authority- Consent.

Public Communications

1. Lou Perini- Promoting Lake Tahoe Unified School District
2. Sonya Thomas- Christmas Cheer *written material distributed
3. John Messina, Lake Tahoe Taxpayers Association- opposition to Bill O'Neil, Registrar of Voters, letter to voters
4. Scott Loberg- Cannabis onsite consumption training, seating for the disabled in Council Chambers
5. Bob Poet- Moment of Silence for Willie Mays
6. Kenney Curtzweiler- Motel 6 project "Tahoe Fund" for land restoration
7. Ed Mosur- Shared mobility devices visability and path issues

8. Erick Absbury- Gov. official's conduct, opposition to Bill O'Neil, Registrar of Voters, letter to voters

Written Public Comment was received from the following people:

1. Evan Bevan- City Clerk Blankenship
2. Ambrose Pierce- City Council recusals
3. Nellie Bly- councilmember Creegan
4. Oscar Cesare- city expenses
5. Stella Gibbons- Steve Teshara
6. Susan Griffin- Councilmember Creegan
7. Udo Keppler- City Council
8. George Shaw- Lew Feldman
9. Jonathan Swift- Councilmember Creegan
10. John Turner- Councilmembers Creegan and Friedrich
11. Paul Weitz- Jamie Orr
12. Brent Wisner- Hwy 50 scenic corridor
13. Rachel Carson- State Scenic Highway system
14. Saundra Edwards- Bijou Park Creek Park
15. Peter Ellenshaw- Neofeudalism
16. Warren Harding- Cory Rich and Chris McNamara
17. Will Irwin- Public Utility Easement
18. Gaius Lucilius- City Strategic Plan
19. John Powell- Bijou Park Creek Restoration
20. Jaques Rousseau- Chase Jarvin
21. Phucket Sherpa II- Cory Rich
22. Vasily Sleptsov- Ski Run Park
23. Paul Thorpe- Al Tahoe Community Plan Amendment

City Commission Reports

1. David Gregorich, Parks and Recreation Commission- Provided verbal report.

Consent Agenda

Action: Moved/Seconded: Wallace/Creegan

Note: Councilmember Robbins voted "No" on item 11, and recused himself from voting on items 6 and 9 due to real property interest.

Yes: Bass, Creegan, Wallace, Robbins

Absent: Friedrich

Action: Passed the Consent Agenda with noted No votes and recusals.

3. City Council Meeting Minutes

Action: Passed **Motion 2024-062** approving the June 4, 2024 Regular City Council meeting minutes.

Written public comment was received from the following people:

1. Evan Bevan
2. Granville Fortescue

4. Agreement with Blink Network, LLC for Electric Vehicle Chargers, Operations & Maintenance, and Management Platform

Action: Passed **Motion 2024-063** authorizing and directing the Mayor to execute an Agreement with Blink Network, LLC **(C-098-2024**) for an amount of $97,316.90 for the purchase of 10 dual Level 2 electric vehicle chargers, freight, and operations and maintenance for 10 years.

Written public comment was received from the following person:

1. Seth Dallob

5. **Senate Bill 1 Road Maintenance and Rehabilitation Account Project List for FY24/25**
   Action: Passed **Resolution 2024-063** adopting a List of Projects for the Fiscal Year 2024/2025 Funded by SB 1: The Road Repair and Accountability Act of 2017 and in-part with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues.
   Public comment was heard from the following people:
   1. Ed Mosur
   2. Scott Loberg

6. **Amendment to American Rescue Plan Act of 2021 (ARPA) Funding Budget Appropriations**
   Note: Robbins recused himself from voting on this item due to real property interest
   Action: Passed **Resolution 2024-064** authorizing Fiscal Year 2023-2024 budget amendments for reallocating American Rescue Plan Act (ARPA) funding, consistent with the requirements of statutory category C, Revenue Loss for the provision of government services, and approving additional budget transfers for active Capital Improvement Projects.

7. **Ski Run Park Donation Acceptance**
   Action: Passed Resolution 2024-065 authorizing and directing the City Manager to accept Grant Deed and accept donation, valued at $175,000, of Ski Run Community Park for dedicated use as a public park from SkiRunPark LLC, upon completion of park improvements and passing inspections.
   Public Comment was heard from the following people:
   1. Devin Middlebrook
   2. Chris McNamara

8. **Professional Services Agreement with Lumos & Associates for Planning and Design Feasibility Services for the Stateline Complete Streets Project**
   Action: Passed **Resolution 2024-066** authorizing the Director of Finance to reallocate funds from the Linear Park Bike Path Project to the Stateline Complete Streets Project and authorizing and directing the Mayor to execute a Professional Services Agreement with Lumos & Associates **(C-134-2024)** for Planning and Design Feasibility Services for the Stateline Avenue Complete Streets Project for the amount of $227,200.
   Public comment was heard from the following person:
   1. Ed Mosur

9. **Amendment No. 2 to Agreement with Wildscape Engineering, Inc. for Additional Design Services for the Upper Bijou Park Creek Watershed Restoration Project**
   Note: Robbins recused himself from voting on this item due to real property interest
   Action: Passed **Motion 2024-064** authorizing and directing the Mayor to execute Amendment No. 2 to the Agreement with Wildscape Engineering, Inc. **(C-136-2024)** for additional design services for the Upper Bijou Park Creek Watershed Restoration Project for the amount of $54,863.40 for a total not-to-exceed contract amount of $538,184.09.

10. **Agreement with Black Eagle Consulting for Inspection, Materials Testing and Constructability Review Services for Citywide Capital Improvement Projects**
    Action: Passed **Resolution 2024-067** appropriating $96,000 from salary savings for construction inspection services and materials testing services for citywide capital improvement projects and authorizing and directing the Mayor to execute a contract with Black Eagle Consulting **(C-135-2024)** for $205,000 for inspection, materials testing and constructability reviews for 2024 citywide capital improvement projects.

11. **Ordinance - Amendments to South Lake Tahoe City Code Chapter 4.150 (Refuse and Garbage) to Implement Residential 3-Cart System for Solid Waste, Recyclables, and Yard Trimmings (Second Reading)**
    Note: Councilmember Robbins voted "No" on this item
    Action: Passed **ORD 2024-1187** amending South Lake Tahoe City Code chapter 4.150 (Refuse and Garbage) to implement residential 3-cart system for solid waste, recyclables, and yard trimmings.

Public comment was heard from the following person:
1. Lou Perini

Written public comment was received from the following person:
1. Marc Korody

12. Excusing Mayor Pro Tem John Friedrich from Attending City Council Meetings on May 21, June 4, and June 18 Due to Illness

Action: Passed **Resolution 2024-068** excusing Mayor Pro Tem John Friedrich from attending City Council meetings on May 21, June 4, and June 18 due to illness.

Written public comment was received from the following people:
1. Richard Smothers
2. John Turner

13. Approval of City Salary Table

Action: Passed **Resolution 2024-069** approving the City Salary Table in compliance with the California Code of Regulations and CalPERS requirements.

14. Defensible Space Ordinance (Second Reading)

Action: Passed **ORD 2024-1188** to Establish a HazardousVegetation and Combustible Material Abatement Program, and Similar Vegetation Management and Defensible Space Requirements.

Written public comment was received from the following person:
1. Sharon Kerrigan, South Tahoe Association of Realtors

15. Direct Charge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 forFiscal Year 2024- 2025

Action: Passed **Resolution 2024-070** authorizing certification of directcharge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 for Fiscal Year 2024-2025.

South Tahoe Redevelopment Successor Agency - Consent

16. Annual Special Tax for Community Facilities District 2001-1 Series 2015 Special TaxRefunding Bonds for Fiscal Year 2024-2025

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: Acting as the South Tahoe RedevelopmentSuccessor Agency, Passed **Resolution 2024-001** Establishing the Annual Special Tax for CommunityFacilities District 2001-1 (Park Avenue Project) Series 2015 Special Tax Refunding Bonds (Heavenly Village) for Fiscal Year 2024-2025.

South Tahoe Joint Powers Parking Financing Authority - Consent

17. Agreement with Ensight Technologies, LLC for Bellamy Parking Garage Equipment Procurement

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: Acting as the South Tahoe Joint Powers Parking Financing Authority, passed **Motion 2024-001** authorizing and directing the Chair to execute a two year contract, with an option to extend for years 3-7, with Ensight Technologies, LLC **(C-137-2024)** for $286,117.31,plus a 5% contingency for $14,305, for the Bellamy Parking Garage Upgrade Project.

Note: This item was moved up in the Agenda at the consent of Council.

Regular-Unfinished Business

22. Presentation of Elections Code Section 9212 Report for Vacancy Tax Citizens Initiative Petition

Action: Moved/Seconded: Wallace/ Robbins
Yes: Bass, Creegan, Wallace, Robbins

Absent: Friedrich
Action: Passed **Motion 2024-065** to accept Elections Code Section 9212 Report with the following amendements: 1) On page 6 paragraph 3 read "$2,000-10,000 for the first year only." 2) On pages 5 and 17, item #2, end sentence after "reduce the number of days vacant to below the 182 days." and direct City Clerk to post final version online.
Public comment was heard from the following people:

1. David Jinkens *written material distributed
2. Steve Teshara, Tahoe Chamber of Commerce, Keep Community First Coalition
3. Sharon Kerigan, Keep Community First Coalition
4. Jerry Bindel, Keep Community First Coalition
5. Duane Wallace, Keep Community First Coalition
6. John Messina, South Lake Tahoe Taxpayers Association
7. Kenney Curtzweiler
8. Bob Poet
9. Carry Kane
10. Scott Loberg
11. Steve
12. Kevin Jordan
13. Melissa Barham
14. Ed Mosur
15. Chad Hayes
16. Keith Roberts
17. Amelia Richmond
18. Francesca Vailing
19. Sherry Reese
20. Nick Speal
21. Dan May
22. Judi Allen
23. Erick Asberry

Written public comment was received from the following people:

1. Douglas
2. Marc
3. Richard Martinelli

Public Hearing

18. Tourist Core Area Plan/Specific Plan Amendments and Adoption of Initial Study/Negative Declaration

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: Passed **Resolution 2024-071** (1) Adopting the Tourist Core Area Plan/Specific Plan Amendments and the Initial Study/Negative Declaration with no additional findings.
Public comment was heard from the following people:

1. Scott Loberg
2. Ed Mosur
3. Nick Speal
4. Amelia Richmond

19. Tahoe Valley Area Plan Amendments and Adoption of the Initial Study/Mitigated Negative Declaration

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Creegan, Wallace
No: Robbins
Absent: Friedrich

Action: Pass a **Resolution 2024-072** (1) Adopting the Initial Study/Mitigated Negative Declaration and the Tahoe Valley Area Plan/Specific Plan Amendments, with the change allowing a two-step process for condo conversions in the commercial areas as outlined in Meaure T.
Public comment was heard from the following people:
1. Lyn Barnett, Barnett Associates
2. Eric Bickert *written material distributed

20. South Tahoe Refuse Delinquent Refuse Fees Report
Action: Moved/Seconded: Creegan/Wallace
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: Passed **Resolution 2024-073** confirming the Final Delinquent Fees Report and directing the Finance Department to send a certified copy of the Report to the El Dorado County Auditor-Controller to add the delinquent amounts to the county property tax rolls for collection.
Note: Staff distributed an updated Attachment A to Resolution.
Public comment was heard from the following person:
1. Scott Loberg

Note: Motion to continue the meeting past 10:00 p.m.
Action: Moved/Seconded: Wallace/Bass
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: Passed to continue the meeting past 10:00 p.m.

Regular-Unfinished Business

21. Cannabis Revenues Grant Program Award Recommendations
Note: Mayor Bass recused himself from participating on this item due to financial interest in the cannabis industry, and left the meeting. Councilmember Wallace presided.
Action: Moved/Seconded: Creegan/Wallace
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich
Action: 1) Passed **Resolution 2024-074** appropriating an additional allocation of $6,257.45 of Cannabis Program Revenue toward the 2024 Cannabis Revenue Grant Program for a total amount of $411,861.32; 2) Passed **Motion 2024-066** authorizing Councilmember Wallace to execute the Resolution; and 3) Passed **Motion 2024-067** approving the grant awards to the projects recommended by the grant application review committee.
Public comment was heard from the following peole:
1. Al Martinez, President of High Sierra Softball
2. Nick Speal
3. Tom Davis, Christmas Cheer

Note: At this time, Mayor Bass returned and presided.

Regular- New Business

23. General Municipal Election Consolidation
Action: Moved/Seconded: Robbins/Creegan
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrch
Action: Passed **Resolution 2024-075** calling and ordering to be held in the City of South Lake Tahoe, County of El Dorado, a General Municipal Election to be consolidated with the Statewide General Election to be held on Tuesday, November 5, 2024, for the purpose of submitting to the electorate a Citizen's Initiative entitled "An Initiative to Establish a Tax on Owners of Vacant Residential Units in the City of South Lake Tahoe" and for the purpose of the election of two (2) Council Members.
Public comment was heard from the following person:

1. Sharon Kerrigan, Keep Communtiy First Coalition

Agenda Planning Calendar

24. Agenda Planning Calendar

Action: Received and filed.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Manager Irvin

1. City offices closed for Juneteenth

City Clerk Blankenship

1.Mayor Bass will be issuing a proclamation recognizing June 21, 2024 as “Torch Run Day” on June 22

Councilmember Reports and Comments

Councilmember Creegan

1. June 18 Recognized as International Day of Countering Hate

Councilmember Wallace

1. Upcomig California Tahoe Conservancy Board meeting

Councilmember Robbins

1. Attended June 12 Pride event

Mayor Bass

1. Attended meeting with Director of Caltrans
2. Attended Tahoe Transportation District meeting

Adjournment

Mayor Bass adjourned the meeting at 10:20 p.m.

_____ Date: _____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:3

Agenda Item: Financial Policy Amendments Regarding Local Training & Meeting, Procurement, Grant Funding & Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting

Executive Summary: Financial policies that are up to date with current laws, governmental accounting standards and compliance are essential to the prudent financial management of the Cityâ€™s assets and resources. Staff recommends amendments to the Local Training & Meeting Policy, Procurement Policy, Grant Funding & Compliance Policy, Travel Policy, CAL-Card User Handbook, Preserving Capital Investments Policy, and Financial ReportingÂ Policy to streamline efficiencies and reflect the requirements of current laws and regulations.

Requested Action / Suggested Motions: Pass a Resolution amending financial policies regarding Local Training & Meeting, Procurement, Grant Funding & Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting.

Responsible Staff Member: Andrew Black, Financial Services Supervisor, Lori Marino, Principal Management Analyst

Reviewed and Approved By: Olga Tikhomirova, Finance Director Susan Blankenship, City Clerk Heather Stroud, City Attorney

Attachments:

- 01-Staff Report - Financial Policy Amendments.docx
- 02-Resolution - Financial Policy Amendments.docx
- 03- CSLT Local Training and Meeting Policy Redline.pdf
- 04- CSLT Local Training and Meeting Policy (Exh. A to Reso).pdf
- 05- CSLT Procurement Policy Redline.pdf
- 06 - CSLT Procurement Policy Updated (Exh. B to Reso).pdf
- 07- CSLT Grant Funding Compliance Policy Redline.pdf
- 08- CSLT Grant Funding Compliance Policy (Exh. C to Reso).pdf
- 09- CSLT Travel Policy Redline.pdf
- 10- CSLT Travel Policy (Exh. D to Reso).pdf
- 11- CSLT CalCard User Handbook Redline.pdf
- 12- CSLT CalCard User Handbook (Exh. E to Reso).pdf
- 13- CSLT Preserving Capital Investments Redline.pdf
- 14- CSLT Preserving Capital Investments (Exh. F to Reso).pdf
- 15- CSLT Financial Reporting Redline.pdf
- 16- CSLT Financial Reporting (Exh. G to Reso).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Financial Policy Amendments Regarding Local Training & Meeting, Procurement, Grant Funding and Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting

Location: Citywide

Responsible Staff Member: Andrew Black, Financial Services Supervisor
Lori Marino, Principal Management Analyst
Olga Tikhomirova, Director of Finance

Background: The City Council adopted the City of South Lake Tahoe Comprehensive Financial Policies in July 2005. Each year the policies are reviewed, and necessary amendments, or new policies are presented to the City Council for adoption.

Issue and Discussion: The following policy amendments and additions are recommended:

- **Local Training and Meeting Policy:** The proposed policy update clarifies the current mileage rates and requirements for using a personal vehicle for city business. It also includes the updated Cal Card Monthly Purchase Report.

- **Procurement Policies and Procedures:** Amendments to this policy include the addition of language to ensure the vast majority of IT equipment and all software and software subscriptions are purchased by the IT Department, Cyber Liability Coverage requirements in the Professional Services Agreement, proper accounting for local vendor master account purchases, updated requirements for purchases with Federal funds, updates to the procurement templates, and clarified procedures for informal solicitations and consultant invoices.

- **Grant Funding and Compliance Policy**: The proposed policy updates include revisions to Suspension and Debarment requirements for contracts utilizing federal funds, additional information on internal controls, increased capital expenditure and audit thresholds in accordance with changes to CFR §200.313 and §200.439 effective October 1, 2024, and a reiteration of the importance of budget appropriation and grant accounting for grant funds.

- **Travel Policy:** Proposed amendments to this policy include updates to the current mileage rate, clarifications for per diem meal advances and using a personal vehicle for travel, and restrictions on the use of petty cash for any travel-related expenses.

- **Cal Card User Handbook:** Updates include changes to ensure that the majority of IT equipment and any software or software subscriptions are purchased solely by the IT Department, prohibiting these purchases by other departments. The updates also include

an updated Monthly Bank Card Purchase Report and clarification of disciplinary actions for improper use.

- **Preserving Capital Investments Policy:** Amendments to this policy include increased capital expenditure thresholds in accordance with changes to CFR §200.313 and §200.439 effective October 1, 2024 and remove outdated language regarding leases due to changes in accounting and reporting rules.

- **Financial Reporting Policy:** Amendments to this policy remove outdated language concerning the name and acronym change of the annual comprehensive financial report.

Financial Implications: Financial Policies that are up to date with current laws, governmental accounting standards and compliance are essential to the prudent financial management of the City's assets and resources.

Environmental Considerations: These policy additions and amendments are not a "project" subject to review under CEQA Guidelines Section 15378(b)(2) (continuing administrative or maintenance activities, such as general policy and procedure making).

Policy Implications: The overall impact of financial policies is to strengthen and preserve the City's financial position and fiscal health as well as maintain the highest level of ethics in the stewardship of public funds.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe City Council

August 13, 2024

Approving Financial Policy Amendments Regarding Local Training & Meeting, Procurement, Grant Funding and Compliance, Travel, CAL-Card User Handbook, Preserving Capital Investments, and Financial Reporting

BACKGROUND

A. The City of South Lake Tahoe City Council approves and adopts Financial Policies to support the City's financial operations and ensure its fiscal health; and

B. Financial Policies require amendments from time to time to ensure compliance with the requirements set forth in Federal and State law; Generally Accepted Accounting Principles (GAAP) and City Code; and

C. Amendments to the Local Training & Meeting Policy, Procurement Policy, Grant Funding and Compliance Policy, Travel Policy, CAL-Card User Handbook, Preserving Capital Investments Policy, and Financial Reporting Policy have been presented to the City Council for review and described in the staff report; and

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED that the City Council of the City of South Lake Tahoe:

1. Approves the amendments and updates as described in the Financial Policies- Local Training and Meeting (attached hereto as Exhibit A), Procurement Policies and Procedures (attached hereto as Exhibit B), Grant Funding and Compliance (attached hereto as Exhibit C), Travel (attached hereto as Exhibit D), CAL-Card User Handbook (attached hereto as Exhibit E), Preserving Capital Investments (attached hereto as Exhibit F), and Financial Reporting (attached hereto as Exhibit G); and

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date: _____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

FINANCIAL MANAGEMENT
LOCAL TRAINING AND MEETING POLICY

These guidelines establish the basic policies and procedures for local travel, training, and meeting expenses required for City business; ***NOT*** requiring an overnight stay. All City employees and City officials utilizing public resources for City business purposes are responsible for knowing and following this policy.

Table of Contents

This Policy is organized into the following seven sections:

1. General Standards 2

2. Delegation of Authority 2

3. One Day Travel 3

3.1 Local Meeting and Training 3
3.2 Transportation Costs 3
3.3 Local Travel Meals 4

4. Local Business and Meeting 4
*** Meal Exceptions 4**
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5. Accounting for Expenses 7-8
*** Missing or Lost Receipts 8**
5.1 Falsification of Expenses 8-9

6. Forms and Publications 9
6.1 IRS Publications and CA Gov't Code 9
Payment Request Form 10
Emergency Meal Approval Form 11
Monthly Cal Card Purchase Report 12

1. GENERAL STANDARDS:

The purpose of this policy is to provide guidance on the reimbursement of Local Travel, Training, Meeting, and/or Business Expenses incurred on official business within the local area of an employee's official worksite, or for travel ***not*** requiring an overnight stay. These include necessary and reasonable expenses as defined under Section 162 of the Internal Revenue Code for purposes of Federal and State Income Tax Laws.

This policy covers local business expenses and transportation. It does not cover business trips where there is an overnight stay involved. This is addressed in the Travel Policy.

"Local travel" means travel necessary to conduct official business and is performed by the most direct route within and adjacent to an employee's official worksite which does ***not*** require an overnight stay. This is considered ***"one-day"*** travel.

Adoption and Implementation: The City Council is responsible for adopting the City's Local Travel, Training, and Meeting Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to reimbursable City expenditures are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

General Policy: Public funds should be used only for activities related to the City's primary mission of providing quality public service. Public funds should not be used for purposes that are personal in nature or that do not have a clear business purpose.

2. DELEGATION OF AUTHORITY:

The Authorized Signor is accountable for determining the use of public funds to be reasonable and justified by the purpose of the one-day travel, meeting, training or conference and responsible to review and approve Reimbursement Request Forms, Cal-Card Statements, as well as understanding the requirements of this policy.

Finance Director approves for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

3. ONE-DAY TRAVEL:

All employees must receive permission for local travel and/ or training from their Department/Division Head prior to scheduling time away from their normal worksite.

3.1. LOCAL MEETING AND TRAINING COSTS

The City will direct pay or reimburse expenses incurred when attending meetings, trainings or conferences held locally, subject to the following:

- Registration fees, or other cost of attendance- employees can request direct payment to vendor, use a Cal Card, or be reimbursed upon completion.
- Department/Division Head should ensure there is enough budget in the appropriate expense line item to cover the costs.
- A Payment Request Form with all substantiated receipts must be submitted.
- If a Cal Card is used as payment, a Monthly Cal Card Purchase Report must be used with description/explanation of expenses and itemized receipts attached.

3.2. TRANSPORTATION COSTS

The most cost-effective means of transportation should be used while on City business. Staff is encouraged to use a City Vehicle for local travel.

- **City Vehicle -** If a City vehicle is used, employees are encouraged to obtain fuel at the Corporation Yard. If this option is unavailable, gas will be reimbursed **with receipt** upon return.

- **Personal Vehicle:** The employee will be reimbursed for mileage in accordance with current federal mileage rates. When an employee travels from home directly to a business-related event, the reimbursement shall include only those miles from the employees' normal place of work on that day. **To drive a privately-owned vehicle on City business, employees are required to:**

    1. Possess a valid license to drive in California or Nevada.
    2. Carry liability insurance limits required by Risk Management~~Human Resources~~ with the City named as additional insured.
    3. Realize that any damage to the car or needed service/repair occurring on the trip will be the employees responsibility as these costs are included in the City's per mile cost reimbursement.

- **Vehicle Allowance:** Employees receiving a Vehicle Allowance are not eligible for mileage reimbursement or use of a City car for travel to locations that are less than 60 miles from their destination.

- **Parking** will be reimbursed at the lowest rate available. Receipts for parking, should accompany all reimbursement claims.

3.3. LOCAL TRAVEL MEALS

Per IRC §162(a)(2) IRS Publication 15:

Meals Away From Tax Home But Not Overnight are taxable as wages to the employee because travel must be away from the home work-site overnight to be excludable.

Example: An employee is required to work off-site for the day but not overnight; these meals would be considered taxable as wages.

- City employees shall be expected to provide their own meals and refreshments while working offsite or attending meetings, trainings, and conferences for which no overnight travel is required. ***One day travel meals will not be reimbursed. CAL-Cards or Petty Cash cannot be used for meal costs.***

4. LOCAL TRAINING , BUSINESS AND MEETING EXPENSES:

This section defines the circumstances under which a staff member or elected official can be reimbursed for business or meeting expenses not related to local or overnight travel, incurred on behalf of official business for the City of South Lake Tahoe.

Please note: **Procurement cards (CAL-Card), or Petty Cash, cannot be used as payment for meals.** Please see Section 8 (Restricted and prohibited purchases) of the Cal-Card User Handbook or refer to Financial Policies-Cash, for disbursement of Petty Cash requirements.

The ONLY CAL-Card exceptions are the following:

1) Meals provided on **City premises** to City Council and required staff during official City Council or other legislative meetings requiring officials to remain **on-site** throughout a meal period.

2) De Minimis **(**Light) snacks and refreshments for on-site trainings, meetings, or interview panels held on **City premises**. For example (coffee, juice, snacks)

3) Meals for employees required to perform their job duties in **excess of 12 hours providing direct benefit to the City,** in Emergency operations or protection of human life or property. The Finance Director and the City Manager may authorize Cal-Card payment, reimbursement or Per Diem expenses for employees in this circumstance (Federal OAS 5770.1). The City Manager, and Finance Director must approve the **"Emergency Service Meal Approval Form"** to incur this type of expense, along with documentation and receipts as required in this policy.

4.1 SPECIAL EVENTS

The City will reimburse expenses incurred for such meetings and hospitality as determined by the City Council to be appropriate. Costs for such special occasions will be determined by specific Council action authorizing such events (ex: July 4th Parade, Business Expo., etc.)

Employee Appreciation – Occasional parties, picnics, events, or meals to promote goodwill is allowable via direct payment or reimbursement, subject to available budget, Finance Director authorization, and the following criteria:

- The offer is extended to all employees/guests in the Department/ Division requesting the event.
- Authorized Payment Request form and all substantiated receipts must be submitted for reimbursement detailing date, time, location, reason for celebration, number of employees and meals provided.
- Cost must not exceed current Per Diem Rates for meal provided, per attendee.
- Alcohol is not an allowable city expense and will not be reimbursed or paid for with City funds.

4.2 STAFF MEETINGS

On-Site Staff Meetings- De Minimis (light) meals and refreshments may be reimbursed for staff meetings held on City premises. For example (coffee, soft drinks, doughnuts, snacks)

Off-Site Staff Meetings – On Occasion (not more than 3 times/year), Department Heads may find it beneficial to schedule off-site working meals to facilitate project planning or staff meetings. In such cases, it shall be at the discretion of the Finance Director and/or City Manager to use City funds to conduct business in this manner with available department budget per the following conditions:

- Meals must not exceed current Federal Per Diem rates per person.
- Meals must be provided to more than half (50%) of the Department and attended by the staff member conducting the meeting.
- Meals will ***NOT*** be reimbursed for a meeting solely between employees (must be 50% or more of departmental staff in attendance).
- Substantiated receipts and all other expenses associated with this meeting must be attached to a detailed Payment Request form signed by the Finance Director and include the following information:
    1) date, time and location of the meeting
    2) describe the need/purpose for the off-site meeting
    3) reason the meal had to be served during the meeting
    4) names of staff members present

4.3 INTERAGENCY BUSINESS MEETINGS AND TRAINING

On-Site Business Meetings/ Training: The city will pay for certain costs associated with an employee or City Official to attend or host a business meeting, training, or conference held on **City premises**, subject to the following:

- Printed materials, general office supplies, required training materials and supplies.
- De Minimis (light) snacks and refreshments (coffee, soft drinks, doughnuts, snacks).

Off-Site Business/ Interagency Meeting: Public funds should only be used for business activities related to the City's primary mission of providing quality public service. Public funds should not be used for purposes that are personal in nature or that do not have a clear business purpose. In general, the use of public funds for business meeting meals should be kept to a minimum.

"Off-Site" includes any facility, restaurant, food and beverage establishment, conference room, or location in lieu of a City owned facility.

"Interagency Meetings" are beneficial meetings used to discuss items of mutual interest between agencies, to promote cooperative efforts that not only benefit the agencies involved but the City as a whole.

- Cost of renting conference or meeting space while hosting a local meeting or training is allowable with Department Head approval and reasonable explanation as to why off-site accommodations are necessary.

- Employees may be **reimbursed** for "off-site" interagency business meeting meals when **all** the following criteria is met (Cal Card is prohibited):

    1. The main purpose of the combined business and meal is directly related to the active conduct of business regarding the City of South Lake Tahoe and business is conducted throughout the meal period.

    2. Reimbursement is only for the meal cost for city employees at the meeting. The City cannot pay for meals for outside agency employees, consultants, contractors, or any other attendee.

    3. It is justified that it was not practical or reasonable to schedule the meeting at a time other than a mealtime.

    4. Meals will only be reimbursed at the current Federal Per Diem Rate for the meal time the expense was incurred. Employee will be responsible for costs above the Per Diem Rate.

    5. Itemized receipts and documentation (agenda, minutes, event brochures etc.) must be submitted with a Reimbursement Request Form signed by the Finance Director along with the following information:

a) date, time, location, names of those present at the meeting
b) describe the need/purpose for the off-site meeting
c) reason the meal had to be served during the meeting

- **Elected City Officials** attending "off-site" business meetings, or events at the expense of the City, are subject to the requirements in ***California Government Code Article 2.3 Section 53232.3*** and must adhere to the following:

1. Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

2. Members of a legislative body requesting reimbursement for actual and necessary expenses incurred in the performance of official duties, must submit a detailed Reimbursement Request form subject to the requirements and documentation noted above.

4.4 UNALLOWABLE BUSINESS EXPENSES

- Expenses personal in nature, not related to conducting business for the City of South Lake Tahoe.
- Purchasing meals or entertainment for Vendors, Consultants, Suppliers, or Service Providers.
- Alcoholic Beverages
- Entertainment Expenses
- Meals purchased with a Cal Card is prohibited (see above for exceptions).
- Unauthorized expenses or those not documented on an approved Payment Request Form.

4.5 CURRENT PER DIEM RATES

Current Per Diem rates in 2024~~23~~ are as follows:
Breakfast: $17.00
Lunch: $18.00
Dinner: $34.00
Mileage: 67 ~~65.5~~ cents per mile
** rates subject to change per Federal Government General Services Administration (GSA) www.gsa.gov/perdiem

5. ACCOUNTING FOR EXPENSES:

Upon return from official function, a final accounting of all expenses must be approved by your approving official and submitted to Accounts Payable within ten working days.
A detailed Reimbursement Request Form with substantiated receipts and/or mileage documentation is required in all cases. Expenses paid with a Cal Card must be detailed on the Monthly Bank Card Purchase Report with itemized receipts attached.

Per IRS Section 15; to be excluded from taxable wages, your Payment Request Form or Cal Card Purchase Report must include the following:

- The business purpose of the meeting, training, or conference (where applicable; attach meeting agenda, training registration, conference invitation etc.).
- The date, time, and location.
- Receipts for registration, parking, and applicable meal expenses.
- Mileage documentation or gas receipts.
- All other required documentation outlined in this policy.
- Submit detailed Payment Request Form to Accounts Payable signed by authorized signor within 10 days of Meeting or Event when requesting reimbursement and/or;
- Submit detailed Monthly Bank Card Purchase Report with Cal Card Statement for allowable expenses paid with a Cal Card.

Authorized Signor approving expense reports are responsible to ensure:

- All expenses are reasonable, necessary, and consistent with this policy.
- All required itemized receipts are attached.
- The final reconciliation is correct (balance due employee; balance due City).
- Amounts due to the City are reimbursed within 10 days.
- Final accounting on appropriate form is submitted to Finance.

- **Missing or Lost Receipts:** Reimbursement of expenses without receipts becomes taxable income. Therefore, the city will not reimburse employees without receipts. In the event receipts are not available, provide a written explanation to your Department Head, include a full description of the cost of expenses and reason the receipts are missing. IRS requires all the information as noted above as well as the name of the establishment, the date of service, description of items/meals/service purchased, amount paid, include tax if applicable. If a personal credit card or debit card was used, provide a copy of the bank transaction. This written explanation must be approved by the Department Head and submitted to the Finance Director for approval. Once approved, submit this documentation with the Reimbursement Request form to Accounts Payable. The City reserves the right to require additional approval of the City Manager, where necessary or deny the reimbursement.

Failure to provide the required documentation on the appropriate authorized forms, necessitates the payments be taxable to the employee; therefore, the city will NOT reimburse any expenses without submittal of documentation in accordance with this policy.

5.1 FALSIFICATION OF EXPENSES

California Government Code

53232.4 Penalties for misuse of public resources or falsifying expense reports in violation of expense reporting polices may include, but are not limited to, the following:

(a) The loss of reimbursement privileges.
(b) Restitution to the local agency.

(c) Civil penalties for misuse of public resources pursuant to Section 8314.
(d) Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code.

The City of South Lake Tahoe reserves the right to deny reimbursement of expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances may be approved by the City Manager, if those expenses do not violate Federal or State requirements and when in the City Manager's judgment, such expenses are justified. These expenses must be submitted on a detailed Reimbursement Request Form supported by documentation and written explanation of circumstances, signed by Department Head, Finance Director and City Manager.

6. FORMS AND PUBLICATIONS:

The following forms are required when requesting reimbursement of expenses or when using a Cal Card.

- Payment Request Form
- Monthly Bank Card Purchasing Report (Cal Card)

6.1 INTERNAL REVENUE SERVICE (IRS)/ CA Gov't Code

For additional information or clarification, refer to the following IRS publications.

- IRS Publication 15-B, Employers Tax Guide to Fringe Benefits for tax reporting requirement
- IRS Publication 463, Travel, Entertainment, Gift and Car Expenses
- IRS Publication 5318, Tax Cuts and Jobs Act, tax reform 2017
- California Code, Government Code AB1234– Gov §53232.3, §53232.4

CITY OF SOUTH LAKE TAHOE

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____ **Comments/Notes:** _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

CITY OF SOUTH LAKE TAHOE

EMERGENCY SERVICE MEAL APPROVAL FORM

Per Local Training and Meeting Policy, one-day travel meals will not be reimbursed EXCEPT for employees required to perform their job duties in excess of 12 hours providing direct benefit to the City, in emergency operations or **protection of human life or property.**

Complete and submit this approved form to Accounts Payable with **itemized** receipts for reimbursement or with itemized receipts attached to Cal Card Statement.

The City Manager may authorize Cal-Card payment for employees in this circumstance (Federal OAS 5770.1).

NAME:	DEPARTMENT:

INCIDENT DATE: TIME START: END:	LOCATION:
NAME OF ALL STAFF MEMBERS RECEIVING MEAL:	
DESCRIBE THE NEED/PURPOSE/ REASON/ AND/OR EMERGENCY REQUIRING THE MEAL:	

- **Employees will be responsible for costs above the Per Diem Rate**

AMOUNT (ATTACH RECEIPT)	CITY ACCOUNT NUMBER
BREAKFAST (MAX $17): $	
LUNCH (MAX $18): $	
DINNER (MAX $34): $	
TOTAL: $	

Dept. Head Signature: Date:

Finance Director: Date:

City Manager: Date:

Ver. August 2023

CITY OF SOUTH LAKE TAHOE

Name: | Card #: *####

Dept / Div: | Statement Date:

MONTHLY CALCARD PURCHASE REPORT

ATTACHMENT #	DATE	RECEIPT / INVOICE #	VENDOR'S NAME	DESCRIPTION OF PURCHASE	ACCOUNT # TO BE CHARGED	$ AMOUNT OF PURCHASE (from statement)	USE TAX 7.75% (if tax was not included by vendor)	$ AMOUNT OF PURCHASE (including Use Tax)	√ DISPUTED ITEM
1								$ -	
2								$ -	
3								$ -	
4								$ -	
5								$ -	
6								$ -	
7								$ -	
8								$ -	
9								$ -	
10								$ -	
11								$ -	
12								$ -	
						$ -	$ -	$ -	

I certify that all purchases listed on this statement, unless noted in the "√ Disputed Item" column, are true and correct and were made for official City of South Lake Tahoe use. All goods or services have been received & payment is authorized. I.M.P.A.C. has been notified of all disputed items and a copy of the Cardholder Statement of Questioned Items is attached.

Cardholder signature: _____ Date: _____

Approving official signature: _____ Date: _____

CITY OF SOUTH LAKE TAHOE

Name: | Card #: *ENTER LAST 4 DIGITS

Dept / Div: | Statement Date:

ATTACH-MENT #	DATE	RECEIPT / INVOICE #	VENDOR'S NAME	DESCRIPTION OF PURCHASE	BUDGET ACCOUNT NUMBER		$ AMOUNT OF PURCHASE (from statement)	USE TAX 8.75% (if tax was not included by vendor)	√ DIS-PUTED ITEM
					KEY CODE (e.g. 10099999)	OBJECT CODE (e.g. 45010)			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
							$ -	$ -	

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Approving official signature: _____ Date: _____

ver. 20240710

FINANCIAL MANAGEMENT
LOCAL TRAINING AND MEETING POLICY

These guidelines establish the basic policies and procedures for local travel, training, and meeting expenses required for City business; ***NOT*** requiring an overnight stay. All City employees and City officials utilizing public resources for City business purposes are responsible for knowing and following this policy.

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This Policy is organized into the following seven sections:

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2. Delegation of Authority 2

3. One Day Travel 3

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3.2 Transportation Costs 3
3.3 Local Travel Meals 4

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Emergency Meal Approval Form 11
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1. GENERAL STANDARDS:

The purpose of this policy is to provide guidance on the reimbursement of Local Travel, Training, Meeting, and/or Business Expenses incurred on official business within the local area of an employee's official worksite, or for travel ***not*** requiring an overnight stay. These include necessary and reasonable expenses as defined under Section 162 of the Internal Revenue Code for purposes of Federal and State Income Tax Laws.

This policy covers local business expenses and transportation. It does not cover business trips where there is an overnight stay involved. This is addressed in the Travel Policy.

"Local travel" means travel necessary to conduct official business and is performed by the most direct route within and adjacent to an employee's official worksite which does ***not*** require an overnight stay. This is considered ***"one-day"*** travel.

Adoption and Implementation: The City Council is responsible for adopting the City's Local Travel, Training, and Meeting Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to reimbursable City expenditures are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

General Policy: Public funds should be used only for activities related to the City's primary mission of providing quality public service. Public funds should not be used for purposes that are personal in nature or that do not have a clear business purpose.

2. DELEGATION OF AUTHORITY:

The Authorized Signor is accountable for determining the use of public funds to be reasonable and justified by the purpose of the one-day travel, meeting, training or conference and responsible to review and approve Reimbursement Request Forms, Cal-Card Statements, as well as understanding the requirements of this policy.

Finance Director approves for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

3. ONE-DAY TRAVEL:

All employees must receive permission for local travel and/ or training from their Department/Division Head prior to scheduling time away from their normal worksite.

3.1. LOCAL MEETING AND TRAINING COSTS

The City will direct pay or reimburse expenses incurred when attending meetings, trainings or conferences held locally, subject to the following:

- Registration fees, or other cost of attendance- employees can request direct payment to vendor, use a Cal Card, or be reimbursed upon completion.
- Department/Division Head should ensure there is enough budget in the appropriate expense line item to cover the costs.
- A Payment Request Form with all substantiated receipts must be submitted.
- If a Cal Card is used as payment, a Monthly Cal Card Purchase Report must be used with description/explanation of expenses and itemized receipts attached.

3.2. TRANSPORTATION COSTS

The most cost-effective means of transportation should be used while on City business. Staff is encouraged to use a City Vehicle for local travel.

- **City Vehicle -** If a City vehicle is used, employees are encouraged to obtain fuel at the Corporation Yard. If this option is unavailable, gas will be reimbursed **with receipt** upon return.

- **Personal Vehicle:** The employee will be reimbursed for mileage in accordance with current federal mileage rates. When an employee travels from home directly to a business-related event, the reimbursement shall include only those miles from the employees' normal place of work on that day. **To drive a privately-owned vehicle on City business, employees are required to:**

    1. Possess a valid license to drive in California or Nevada.
    2. Carry liability insurance limits required by Risk Management with the City named as additional insured.
    3. Realize that any damage to the car or needed service/repair occurring on the trip will be the employees responsibility as these costs are included in the City's per mile cost reimbursement.

- **Vehicle Allowance:** Employees receiving a Vehicle Allowance are not eligible for mileage reimbursement or use of a City car for travel to locations that are less than 60 miles from their destination.

- **Parking** will be reimbursed at the lowest rate available. Receipts for parking, should accompany all reimbursement claims.

3.3. LOCAL TRAVEL MEALS

Per IRC §162(a)(2) IRS Publication 15:

Meals Away From Tax Home But Not Overnight are taxable as wages to the employee because travel must be away from the home work-site overnight to be excludable.

Example: An employee is required to work off-site for the day but not overnight; these meals would be considered taxable as wages.

- City employees shall be expected to provide their own meals and refreshments while working offsite or attending meetings, trainings, and conferences for which no overnight travel is required. ***One day travel meals will not be reimbursed. CAL-Cards or Petty Cash cannot be used for meal costs.***

4. LOCAL TRAINING , BUSINESS AND MEETING EXPENSES:

This section defines the circumstances under which a staff member or elected official can be reimbursed for business or meeting expenses not related to local or overnight travel, incurred on behalf of official business for the City of South Lake Tahoe.

Please note: **Procurement cards (CAL-Card), or Petty Cash, cannot be used as payment for meals.** Please see Section 8 (Restricted and prohibited purchases) of the Cal-Card User Handbook or refer to Financial Policies-Cash, for disbursement of Petty Cash requirements.

The ONLY CAL-Card exceptions are the following:

1) Meals provided on **City premises** to City Council and required staff during official City Council or other legislative meetings requiring officials to remain **on-site** throughout a meal period.

2) De Minimis **(**Light) snacks and refreshments for on-site trainings, meetings, or interview panels held on **City premises**. For example (coffee, juice, snacks)

3) Meals for employees required to perform their job duties in **excess of 12 hours providing direct benefit to the City,** in Emergency operations or protection of human life or property. The Finance Director and the City Manager may authorize Cal-Card payment, reimbursement or Per Diem expenses for employees in this circumstance (Federal OAS 5770.1). The City Manager, and Finance Director must approve the **"Emergency Service Meal Approval Form"** to incur this type of expense, along with documentation and receipts as required in this policy.

4.1 SPECIAL EVENTS

The City will reimburse expenses incurred for such meetings and hospitality as determined by the City Council to be appropriate. Costs for such special occasions will be determined by specific Council action authorizing such events (ex: July 4th Parade, Business Expo., etc.)

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On-Site Staff Meetings- De Minimis (light) meals and refreshments may be reimbursed for staff meetings held on City premises. For example (coffee, soft drinks, doughnuts, snacks)

Off-Site Staff Meetings – On Occasion (not more than 3 times/year), Department Heads may find it beneficial to schedule off-site working meals to facilitate project planning or staff meetings. In such cases, it shall be at the discretion of the Finance Director and/or City Manager to use City funds to conduct business in this manner with available department budget per the following conditions:

- Meals must not exceed current Federal Per Diem rates per person.
- Meals must be provided to more than half (50%) of the Department and attended by the staff member conducting the meeting.
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- Substantiated receipts and all other expenses associated with this meeting must be attached to a detailed Payment Request form signed by the Finance Director and include the following information:
    1) date, time and location of the meeting
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On-Site Business Meetings/ Training: The city will pay for certain costs associated with an employee or City Official to attend or host a business meeting, training, or conference held on **City premises**, subject to the following:

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- Employees may be **reimbursed** for "off-site" interagency business meeting meals when **all** the following criteria is met (Cal Card is prohibited):

    1. The main purpose of the combined business and meal is directly related to the active conduct of business regarding the City of South Lake Tahoe and business is conducted throughout the meal period.

    2. Reimbursement is only for the meal cost for city employees at the meeting. The City cannot pay for meals for outside agency employees, consultants, contractors, or any other attendee.

    3. It is justified that it was not practical or reasonable to schedule the meeting at a time other than a mealtime.

    4. Meals will only be reimbursed at the current Federal Per Diem Rate for the meal time the expense was incurred. Employee will be responsible for costs above the Per Diem Rate.

    5. Itemized receipts and documentation (agenda, minutes, event brochures etc.) must be submitted with a Reimbursement Request Form signed by the Finance Director along with the following information:

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Current Per Diem rates in 2024 are as follows:
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Mileage: 6 7 cents per mile
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5. ACCOUNTING FOR EXPENSES:

Upon return from official function, a final accounting of all expenses must be approved by your approving official and submitted to Accounts Payable within ten working days.
A detailed Reimbursement Request Form with substantiated receipts and/or mileage documentation is required in all cases. Expenses paid with a Cal Card must be detailed on the Monthly Bank Card Purchase Report with itemized receipts attached.

Per IRS Section 15; to be excluded from taxable wages, your Payment Request Form or Cal Card Purchase Report must include the following:

- The business purpose of the meeting, training, or conference (where applicable; attach meeting agenda, training registration, conference invitation etc.).
- The date, time, and location.
- Receipts for registration, parking, and applicable meal expenses.
- Mileage documentation or gas receipts.
- All other required documentation outlined in this policy.
- Submit detailed Payment Request Form to Accounts Payable signed by authorized signor within 10 days of Meeting or Event when requesting reimbursement and/or;
- Submit detailed Monthly Bank Card Purchase Report with Cal Card Statement for allowable expenses paid with a Cal Card.

Authorized Signor approving expense reports are responsible to ensure:

- All expenses are reasonable, necessary, and consistent with this policy.
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- The final reconciliation is correct (balance due employee; balance due City).
- Amounts due to the City are reimbursed within 10 days.
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- **Missing or Lost Receipts:** Reimbursement of expenses without receipts becomes taxable income. Therefore, the city will not reimburse employees without receipts. In the event receipts are not available, provide a written explanation to your Department Head, include a full description of the cost of expenses and reason the receipts are missing. IRS requires all the information as noted above as well as the name of the establishment, the date of service, description of items/meals/service purchased, amount paid, include tax if applicable. If a personal credit card or debit card was used, provide a copy of the bank transaction. This written explanation must be approved by the Department Head and submitted to the Finance Director for approval. Once approved, submit this documentation with the Reimbursement Request form to Accounts Payable. The City reserves the right to require additional approval of the City Manager, where necessary or deny the reimbursement.

Failure to provide the required documentation on the appropriate authorized forms, necessitates the payments be taxable to the employee; therefore, the city will NOT reimburse any expenses without submittal of documentation in accordance with this policy.

5.1 FALSIFICATION OF EXPENSES

California Government Code

53232.4 Penalties for misuse of public resources or falsifying expense reports in violation of expense reporting polices may include, but are not limited to, the following:

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6. FORMS AND PUBLICATIONS:

The following forms are required when requesting reimbursement of expenses or when using a Cal Card.

- Payment Request Form
- Monthly Bank Card Purchasing Report (Cal Card)

6.1 INTERNAL REVENUE SERVICE (IRS)/ CA Gov't Code

For additional information or clarification, refer to the following IRS publications.

- IRS Publication 15-B, Employers Tax Guide to Fringe Benefits for tax reporting requirement
- IRS Publication 463, Travel, Entertainment, Gift and Car Expenses
- IRS Publication 5318, Tax Cuts and Jobs Act, tax reform 2017
- California Code, Government Code AB1234– Gov §53232.3, §53232.4

CITY OF SOUTH LAKE TAHOE

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____ **Comments/Notes:** _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

CITY OF SOUTH LAKE TAHOE

EMERGENCY SERVICE MEAL APPROVAL FORM

Per Local Training and Meeting Policy, one-day travel meals will not be reimbursed EXCEPT for employees required to perform their job duties in excess of 12 hours providing direct benefit to the City, in emergency operations or **protection of human life or property.**

Complete and submit this approved form to Accounts Payable with **itemized** receipts for reimbursement or with itemized receipts attached to Cal Card Statement.

The City Manager may authorize Cal-Card payment for employees in this circumstance (Federal OAS 5770.1).

NAME:	DEPARTMENT:

INCIDENT DATE: TIME START: END:	LOCATION:
NAME OF ALL STAFF MEMBERS RECEIVING MEAL:	
DESCRIBE THE NEED/PURPOSE/ REASON/ AND/OR EMERGENCY REQUIRING THE MEAL:	

- **Employees will be responsible for costs above the Per Diem Rate**

AMOUNT (ATTACH RECEIPT)	CITY ACCOUNT NUMBER
BREAKFAST (MAX $17): $	
LUNCH (MAX $18): $	
DINNER (MAX $34): $	
TOTAL: $	

Dept. Head Signature: Date:

Finance Director: Date:

City Manager: Date:

Ver. August 2023

Date: _____

CITY OF SOUTH LAKE TAHOE

Name: | Card #: *ENTER LAST 4 DIGITS

Dept / Div: | Statement Date:

ATTACH-MENT #	DATE	RECEIPT / INVOICE #	VENDOR'S NAME	DESCRIPTION OF PURCHASE	BUDGET ACCOUNT NUMBER		$ AMOUNT OF PURCHASE (from statement)	USE TAX 8.75% (if tax was not included by vendor)	√ DIS-PUTED ITEM
					KEY CODE (e.g. 10099999)	OBJECT CODE (e.g. 45010)			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
							$ -	$ -	

I certify that all purchases listed on this statement, unless noted in the "√ Disputed Item" column, are true and correct and were made for official City of South Lake Tahoe use. All goods or services have been received & payment is authorized. I.M.P.A.C. has been notified of all disputed items and a copy of the Cardholder Statement of Questioned Items is attached.

Cardholder signature: _____ Date: _____

Approving official signature: _____ Date: _____

ver. 20240710

CITY OF SOUTH LAKE TAHOE

FINANCIAL MANAGEMENT PROCUREMENT POLICY

These guidelines establish the basic policies and procedures for the procurement of goods and services in accordance with City Ordinance Adopted and Approved by the City Council August 13, 2024~~September 12, 2023~~. Procedures are drafted by the Finance Dept. in coordination with the City Attorney and City Manager's office. All City employees responsible for the procurement of goods and services while conducting City business are responsible for knowing and following this policy.

Quick Guide to Purchasing

Dollar limit	For Materials, Supplies, Equipment & Services	Forms Required	Approval Authority
$0 $9,999	Discretionary purchases: no competitive bid required. Purchase using Cal Card, or vendor invoice- signed, with account number. **ALL services performed by an outside vendor at a city-owned property require a Purchase Order or PSA.**	Signed invoice or e-mail approval with acct. number PO for service	Supervisor/ Designated Purchaser
$10,000 – $29,999	Requires 3 informal quotes, cooperative contract, or Sole Source Justification form. Purchase using approved vendor invoice, or PO with budgeted account number. ***ALL services performed by an outside vendor require a Purchase Order or Professional Services Agreement.**	3-Quotes or Sole Source form, Co-op contract#, PO, or invoice w/ acct#	Department Head
$30,000 – $59,999	Requires 3 informal quotes, co-op contract, or Sole Source Justification form. Provide budgeted account number and proper signing authority. ***ALL services and purchases of goods at this threshold require a PO and/or written contract approved by Dept. Head & City Manager.**	All above + PO, PSA/ or Purchase Agreement	Department Head and City Manager
$60,000 +	Requires Formal Bid process with City Council approval. **All services and purchases of goods require a written contract approved by the City Attorney's office as well as City Council approval.**	All above + - RFP or BID -Staff report	City Council Award- invoices signed by DH, CM

NOTE: ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving **ANY publicly owned, leased, or operated facility** is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." (City Code SLTCC § 3.45, Article II). **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

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1. GENERAL STANDARDS:

The City's Purchasing Ordinance (SLTCC § 3.45) and Procurement Policy are in place as guideline to ensure materials and services are purchased in a legal and cost-effective manner. The purchasing functions are decentralized, with each Department/Division responsible for procuring their own goods, services, and contracts, and maintaining compliance with City policies and procedures. Employees and City Officials are responsible for exercising good judgment in requesting, approving, and procuring goods, services, and contracts on behalf of the City of South Lake Tahoe to provide prudent stewardship of public funds and City resources.

Adoption and Implementation: The City Council is responsible for adopting the City's Purchasing Ordinance and Procurement Policy and approving significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to City procurement are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

1.1 CODE OF ETHICS

Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable treatment of all persons dealing with government procurement; to foster public confidence in the integrity of the procurement process; and to ensure the appropriate application of purchasing ethics. When engaging in procurement, any person employed by the City of South Lake Tahoe, or vendors and third parties doing business with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices;
2. Diligently follow the procurement laws, rules, and procedures;
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City;
4. Identify and eliminate any conflicts of interest;
5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential suppliers which may influence or appear to influence purchasing decisions;

6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment, and;
7. Encourage any person, including any actual or prospective bidder, offeror, contractor, or business to act in good faith to practice purchasing ethics, and display business integrity as a responsible offeror.

1.2 Conflict of Interest

Any officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City is displaying a "conflict of interest".

No officer or employee of the City shall have any interest, financial or otherwise, direct, or indirect, or have any arrangement that may reasonably be expected to bias the procurement process or influence the bidding and purchasing of goods, services, or public projects. Officials and employees of the City shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the procurement process
- Or any other Conflict of Interest, real or perceived

The City of South Lake Tahoe reserves the right to deny approval, purchase, payment, or reimbursement of expenses that are considered fraudulent, lavish, extravagant, or are unsupported by **required** ***documentation.***

1.3 PUBLIC PROJECTS

ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and repair work involving **ANY** publicly owned, leased, or operated facility is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." **(CUPCCAA)** (City Code SLTCC § 3.45, Article II)

Prequalification: The City may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works. The City may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process. Refer to City Code for bidder appeal process. (City Code SLTCC § 3.45.105)

Director of public works authority for Public Projects: Public project contracts of **$60,000** or less may be executed by the director of public works or his or her designee by force account,

negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California. This includes contract change orders combined up to this amount. Vendors chosen in this manner must be on the prequalification list.

Informal bidding for Public Projects: Monetary Limit. Public contracts of **$200,000** or less may be executed by the director of public works or his or her designee as well as let to contract by informal procedures as set forth in this section. Contract change orders up to this amount may be approved by the director of public works, so long as the combined amounts are within the approved project budget. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

1. Contractors List: The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.
2. Notice Inviting Informal Bids: Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

Formal Competitive Bidding: Public projects of **greater than $200,000** shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-22)

Lowest Responsible Bidder: Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;
3. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
4. The ability of the bidder to provide future maintenance for service for the public project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-25)

Design-Build Contracts: The purpose of this section is to authorize and provide guidelines for the award and use of "design-build contracts," which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

1. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related

thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways;
2. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.
3. Refer to City Code SLTCC § 3.45.165 Design-build contracts for additional guidelines when utilizing this method for procurement.

Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any activity considered to be a Public Project per definition above.

1.4 ON-SITE SERVICES

On-Site Service: any repair service, maintenance, professional service, or service of any kind conducted on the property of any city-owned facility or property is subject to the following:

1. Regardless of dollar amount, a Purchase Order (PO), Professional Service Agreement (PSA), or Written Contract must be used for ALL On-Site Services.
2. Cal-Cards are prohibited as a payment for On-Site Services.

1.5 SPLITTING PURCHASES

***Splitting Purchases Prohibited*:** Pursuant to SLTCC § 3.45.050, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

Bifurcation of Purchases: No acquisition of materials, supplies, equipment or services from a single vendor, provider, or contractor shall be accomplished by the issuance of several purchase orders or contracts for portions thereof.

1.6 SOLE SOURCE PURCHASING

Pursuant to SLTCC § 3.45.060; where an acquisition would otherwise be subject to competitive bidding, the procurement of materials, supplies, equipment, or services from a Sole Source may be permitted only when submitting an approved Sole Source Justification Form (Exhibit B) and one of the following conditions exists:

1. **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
2. **Emergency Purchase**: Non-public projects requiring public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per SLTCC § 3.45.070. Whereas the procedures set forth in this policy would result in hazardous

delays, loss to the City, or damage to life, health, safety of citizens, the City Manager may approve the non-competitive purchase of materials, supplies, equipment, or services. For Public Projects, refer City Code § 3.45.180, and Public Contract Code Section 22050.

3. **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.
4. **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (Attach authorization to this form)
5. **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc. *(When using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes).*

1.7 ENVIRONMENTALLY PREFERABLE PRODUCTS

Pursuant to SLTCC § 3.45.080; the city desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, contain recycled content, and contain U.S. Environmental Protection Agency Energy Star-certified materials whenever economically feasible.

1.8 SB 1383 RECOVERED ORGANIC WASTE PRODUCTS

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. These procurement requirements will strengthen California's green, self-sustaining economy. Recovered organic waste products can benefit local communities and spaces, improve soil and air quality, and support local environmental initiatives, such as the City's Climate Action Plan.

CalRecycle will assign an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfill their target by procuring any combination of the following recovered organic waste products where applicable:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, and Electricity)

The City's Sustainability Coordinator will be responsible for collecting and maintaining the documents needed to support and demonstrate compliance with the SB 1383 regulatory target for recovered organic waste product procurement and the SB 1383 recycled-content paper regulatory requirements.

Pursuant to SB1383 and SLTCC §3.45.080, Departments should use best efforts in procuring and using "recycled organic products" to help the city meet its procurement target by:

1. Coordinating with the Sustainability Coordinator to identify applicable products.
2. Recognize areas in your department that could utilize these products.

3. Provide invoice copies to Sustainability Coordinator for tracking and reporting.

1.9 COOPERATIVE PURCHASING

Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based upon an agreement or cooperative purchasing program pursuant to authority granted by statue or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the City Manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies, and complying with the bidding requirements of this policy (ex: CMAS, NASPO, GMAS, SOURCEWELL) (SLTCC § 3.45.090). Cooperative Purchasing is not applicable to Public Projects.

~~1.8~~ 1.10 BUSINESS LICENSE REQUIREMENT

The City shall not render payment to any vendor, contractor, or professional service provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate (SLTCC § 3.45.095). Contact the Revenue Dept. to inquire about a valid business license (ext. 6012 or ext. 6013).

1. It is the Departments responsibility to ensure the vendor, contractor, service provider, consultant, has a required Business License and appropriate requisite insurance (where applicable).
2. The license and insurance requisites must be obtained prior to purchase or work commencing.

~~1.9~~ 1.11 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**. Do not proceed with the purchase or contract until City

Council or the City Manager has appropriated budget in accordance with the following delegation of authority:

Transferring/ Adding Budget	Authorization
Transfers between budgeted line items within the same account number:	**Department Head-** via email to the Administrative Services Director
Transfers between account numbers within the same fund:	**City Manager**- via email from Dept. Head. CM will authorize adjustment via email to Admin. Services Director.
Transfers between funds: (including transfers from undesignated reserves)	**City Council**- via staff report and resolution with explanation for transfer
Adding new Budget (grants, new revenue, unforeseen expenses etc..)	**City Council** – via staff report and resolution with explanation and request to appropriate funding.

~~1.10~~ 1.12 DISPOSITION OF SURPLUS

Surplus property: Goods, materials, vehicles, equipment etc. retained by a government, but not currently being utilized. These items may be out of date, useless, or no longer working.

Surplus property shall be identified by the department; officially declared to the City Council for approval; eliminated from the fixed asset accountability list and; sold at auction or to any organization or non-employee willing to pay fair market price. Alternatively, the City Council may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions at City Council discretion.

In the event any single item of property's original value is less than $10,000, the Finance Director shall have the authority to sell, or dispose of such surplus supplies or equipment by donation to local schools or nonprofit organizations, or if surplus has no value, by disposal at a refuse company.

Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

1.13 INFORMATION TECHNOLOGY (IT) EQUIPMENT

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT. These items include but are not limited to:

- Printers
- Smart TV's
- Computers
- Laptops
- Software/ Software Subscriptions
- Tablets/ IPads/ Accessories
- Cell Phones/ Cell Phone Apps
- Monitors
- Any network connected device (wired or wifi)
- Any other IoT (Internet of Things) devices

- An IoT device is defined as web-enabled smart devices that use embedded systems, such as processors, sensors and communication hardware to collect, send and act on data acquired from their environments.

Departments should consult IT via email to ensure compliance and compatibility for~~For~~ small purchases such as USB drives, keyboards, mice, charging devices, ~~-~~etc.~~.; departments should consult IT via email to ensure compliance and compatibility.~~
~~tablets~~

- **Please Note:** all employees responsible for procurement or utilizing any City information device are required to complete the Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices.

~~2.~~ DISCRETIONARY PURCHASES: $0 - $9,999.00

Items and services less than $10,000 can be purchased directly by a City department without a competitive bid process, this threshold must include tax, shipping, and handling. Purchasers should use best efforts and judgment to provide greatest value to the city. **ALL** purchases require an itemized receipt or invoice upon purchase.

2.1 SIGNING AUTHORITY

Discretionary Purchases require the approval signature of the Department Supervisor or the designated "Purchaser" for the department. Accounts Payable requires a valid invoice, appropriate account number, printed name, department, and authorized signature to complete a payment. An e-mail approval to pay invoice with account number is acceptable.

2.2 LOCAL VENDOR MASTER ACCOUNT PURCHASES: Many local vendors allow city employees to make discretionary purchases against an approved master account (ex. Meeks, Ace Hardware, DIY, etc.). Departments utilizing this option should do the following:

- Ensure budget is available and purchase is necessary.
- Ensure staff member making the purchase is a designated employee on the account.
- Provide your name, department, and a clear, legible signature ~~and department~~ at point of purchase. ~~on the invoice~~.
- Receive a copy of the receipt/invoice upon point of ~~-~~purchase.
- Submit copy of receipt/invoice, approved for payment, with signature, department and account number to accounts payable within **5 business days** of purchase.
- ALL purchases require an invoice/receipt. For missing/lost receipts, departments should contact the vendor to acquire a copy of the receipt or written documentation of proof of purchase signed by the Department Head.
- Habitual problems with lost receipts can result in disciplinary action for the offending purchaser.

2.3 PETTY CASH PURCHASES

Petty cash funds are issued to departments, in the charge of a custodian, to be used on a revolving basis for the payment of small emergency and commonly budgeted, pre-approved expenses. Only those expenditures considered as having a public purpose, being for the benefit of the City of South Lake Tahoe will be allowed. Employees should use good judgment when expending public funds and should avoid any transactions that may appear inappropriate. Refer to Financial Policies – Cash for additional information regarding guidelines for establishment and use of petty cash.

Per Financial Polices- Cash, approved by City Council:

- Petty cash disbursements **are not to exceed $50** unless approved by the Director of Finance
- Petty cash funds are for small purchases only and cannot be used for services, employee meals, or travel reimbursements.

2.~~4~~2 FEDERAL PROCUREMENT/OTHER REVENUE FUNDS

Purchases utilizing Federal Funds, Grant Funds or other Revenue Sources as the funding source require procurement compliance with this policy, Grant Funding Compliance Policy, as well as the procurement standards set forth in the contract funding the purchase. ~~Specifically, for Federal grant funding, Federal pass-through funding, or any other Federal revenue source, follow General Procurement Standards in the *Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.318 through §200.326 (Micro-purchase threshold §200.67).*~~

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, ~~and/or~~ contractors, subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save electronic copy of verification through SAM.gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to templates in this policy for "Suspension and Debarment language) per ~~.s~~Section 2 CFR §200.332.

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "veteran-owned businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321

In determining purchasing bid thresholds while maintaining compliance with multiple policies; utilize the most stringent requirements to ensure meeting all standards and regulations.

2.5~~3~~ DISCRETIONARY PROCESS

Following are preferred purchasing methods for purchases less than $10,000:

1. ***Cal-Card procurement card:*** purchase of non-service goods at this level. (refer to Cal Card Policy for further guidelines)
2. ***Direct vendor invoice***: include account number, "ok to pay", printed name, department and authorized signature on the invoice or attach Payment Request Form (Exhibit A) to the invoice.
3. ***Purchase Orders:*** when required by the Vendor, or for on-site service, refer to instructions in Exhibit L.

~~3.~~2. INFORMAL SOLICITATIONS: $10,000 - $59,999

Purchases and services between $10,000 and $59,999 are subject to **informal** bidding and proposal processes. In calculating the total amount, include tax, shipping, and handling as well as total lease or contract cost over the life of the contract or lease.

3.1 SIGNING AUTHORITY

$10,000 - $29,999: The Department Head may approve contracts and expenditures up to $29,999.99 and must sign all corresponding invoices, POs, and/or Requests for Payment, or provide authorized e-mail approval to Accounts Payable.

$30,000 - $59,999: Upon approval by Dept. Head, the City Manager must also approve and sign all Contracts, Purchasing Agreements, and/or POs between $30,000 and $59,999, as well as approve all invoices in this threshold. Authorized e-mail by DH and CM for approval is accepted for invoices.

3.2 EQUIPMENT AND CAPITAL EXPENDITURES

Capital Expenditure: funds used to acquire or upgrade the City's fixed assets, such as property, plant, equipment, facilities, and infrastructure.

Capital (fixed) Asset: any asset used in operations with an estimated useful life in excess of three years and generally has value over a longer period (ex. computer equipment, machinery, vehicles etc.).

1. When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.
2. Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:
    - The original cost of the fixed asset is equal to or greater than **$10,000** if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
    - Any asset less than the capitalization threshold as recommended by the Finance Director or requested by a department to be controlled to satisfy an internal or external requirement.
    - Any asset required to be controlled and separately reported pursuant to grant conditions or other externally imposed reporting requirement.

Capital Expenditures utilizing Federal Funds: must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Federal capital expenditures are allowable as direct costs, provided items with a unit cost of **$~~1055~~,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313 and §200.439.
2. Notify A/P through e-mail or notation on invoice when purchasing equipment with Federal Funds costing $10~~5~~,000 or more. A/P will provide an inventory tag to track the item as noted below. ($5K through 9/30/24).
3. Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the

property, and any ultimate disposition data including the date of disposal and sale price of the property.

4. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

3.3 INFORMAL BID AND PROPOSAL PROCESS

The following processes are to be followed by the ***Department Head or his/her Designee*.**

1. Obtain **at least three** written quotes or proposals from vendors, individuals, companies consultants, and/or business entities, documenting **in writing** each quote received (optional to use Request for Quotes Form (Exhibit C)), or provide copies of written proposals/quotes received.
2. Informal solicitations should include detailed information of the goods or services required with clear specifications to allow objective competition. Specifications should include all requirements (quantity, dimensions, timeline, compatibility, delivery, discounts, warranties, tax, shipping, etc.).
3. Provide suppliers a date and time in which to respond to your request for quote. Allow minimum ~~4~~7 **business days** for response to email or phone requests, and minimum **10 days for Planet Bids** response.

~~1.~~4. Solicitations can be in via email, telephone, or Planet Bids. When soliciting by phone, provide adequate and similar information to all suppliers, follow up with written documentation, ensuring that all responses are in written form. Verbal quotes are not sufficient.

~~2.~~ *Optional* - to reach a broad spectrum of qualified vendors, Planet Bids may be used to circulate a Request For Proposal (RFP), Request For Qualification (RFQ), or Invitation to Bid (BID). Allow a minimum response time of 10 days.

5. Quotes and Proposals shall be evaluated by Department Head or designee based on requirements of the solicitation.
6. For price quotes Department selects lowest responsible quote (i.e., Department selects quote which is responsive to the needs of the department and is the lowest in price).
7. For proposals or Professional Services, the department selects the vendor whose qualifications meet the highest evaluation ranking as the most responsible bidder.
8. Provide in writing, the rationale for choosing the selected vendor. (Can use Request for Quotes/Proposal form)
9. **Tie Bid**- If two or more quotes are for the same total amount or unit price and all requirements being equal, Department Head may choose to award to the proposer meeting the needs of the department (up to $29,999). Tie-Bid Quotes $30,000 and over may be chosen by the City Manager.

10. If at least **two responsible vendors** respond, the evaluation may proceed according to this policy. Document the effort to procure 3 quotes and the fact that two was received.
11. If the result is only **one response**, and the sole response meets all specifications and requirements, the purchase may be awarded subject to the threshold and Signing Authority of this policy. Document the effort to procure 3 quotes, and the fact that one was received.
12. **No Response:** When competition results in no quotes, or no quotes meeting the requirements; the department can re-bid, modifying any possible restrictive requirements, or if in the opinion of the DH, a second solicitation would not result in a different outcome; the DH may reach out to vendors using the same specifications and proceed with Sole Source documentation in accordance with this policy.

~~3.~~13. ~~If after due diligence, three quotes **cannot** be obtained, complete a Sole Source Request Form approved by the Department Head, City Manager, City Attorney and Finance Director (Exhibit B). One of the requirements in this form must be met to utilize a Sole Source procurement option~~.

~~4.~~1. ~~Department selects lowest responsible quote (i.e., Department selects quote which is responsive to the needs of the department and is the lowest in price).~~

~~5.~~1. ~~For Professional Services, the department selects the vendor whose qualifications meet the highest evaluation ranking as the most responsible bidder.~~

~~6.~~14. **$10,000 - $29,999**: Professional Service Agreement (PSA), Purchase Order (PO), or direct invoice may be used, signed by Dept. Head.

~~7.~~15. **$30,000 - $59,999**: Purchase Agreement (PA), PSA, or PO must be used; reviewed by Finance and City Attorney, signed by City Manager

- Department Head or designee (DH) prepares the contract **using the appropriate template** (see Exhibits F through I); negotiates and agrees upon terms, scope, and cost with chosen vendor/supplier and;
- Electronically submits document along with Contract Routing Form (Exhibit D) to the City Clerk's Department with the email address of the authorized Vendor/Supplier signatory. The City Clerk's Department will then route the contract in **Adobe sign** in the following manner:
- Department Head for approval, Finance Director for budget review, City Attorney's Office for review and/or approval, City Manager for approval and back to City Clerk to attest (where applicable) for records retention, and onto the Vendor/Supplier for their signature (do not obtain any signatures in advance of the Contract being routed). City Clerk sends executed copy back to the Department and mails/emails copy to the vendor.

~~8.~~16. Department sends the following documents to Accounts Payable for payment:

- Signed invoice and/or PO, Request for Payment with Contract/Agreement
- Business License #
- Three Original Quotes
- Approved Sole source Request Form (if used)

- Proof of Insurance (when required)
- Gov't. cooperative contract information (if used)

3.4 PURCHASE ORDERS

Purchase Orders **must** be used when requesting an **on-site service** of any kind on City property. This protects the City while outside vendors are doing business on/in City-owned property. Purchase Orders can be used when:

1. A vendor does not accept Cal-Cards for discretionary purchases
2. A vendor will not invoice the city without a PO
3. For any type of purchase up to $59,999
4. Clearly note the PO# on the approved invoice and send to Accounts Payable
5. Refer to Exhibit L for instructions in creating a PO

3.5 PURCHASE AGREEMENT

Purchase Agreements (PA) can be used as written contracts when purchasing goods, materials, equipment, and/or products. This type of agreement can NOT be used when procuring consultants for professional services or on-site service on City property. Purchase Agreements can be used when:

1. Purchases over $30,000 or when a written contract is necessary for such goods, materials, products, etc.
2. A vendor requires a written contract other than a PO
3. Submit copy of agreement with approved invoice to Accounts Payable for payment
4. Refer to Exhibit I for template (this template is mandatory when issuing a PA)

3.6 PROFESSIONAL SERVICES AGREEMENT

A Professional Service Agreement (PSA) is a legal contract which is drafted to provide service on a professional level to the City. These services are typically unique in nature, highly technical or require specific qualifications. PSA's can be used when:

1. A professional consultant is necessary to perform a specific set of tasks
2. Should generally be in effect for a specific period, noted in the agreement
3. Should include a "not to exceed" dollar limit
4. Submit a copy of PSA with first approved invoice to Accounts Payable for payment
5. Refer to Exhibit G for template (this template is mandatory when issuing a PSA)

3.7 CONSULTANT INVOICES

Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses,

evaluations, liaison with Government officials, or other forms of representation. As such, their invoices should reflect the services performed. Consultant invoices should include:

- ———Date of work performed/ period of performance
- ———Nature and scope of the service rendered during period of performance
- ———Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- ———Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- ———Fees for services rendered -are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.

- In-direct costs are only allowable up 10% de minimus, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimus rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

~~5.~~

~~4.~~3. FORMAL SOLICITATIONS: $60,000.00 and ABOVE

Purchases and services over $60,000 are subject to formal competitive bidding. Total cost should include tax, shipping, and handling; as well as total lease or contract cost over the life of the contract or lease. The process for obtaining goods and services over this dollar limit is set forth below.

4.1 SIGNING AUTHORITY

All purchases of goods and services **over $60,000** must have **City Council approval** and must be signed by the Mayor or have Mayor's authorization for City Manager as designee for signature.

4.2 FORMAL BIDDING PROCESS

The following processes are to be followed by the Department Head (DH) or his/her Designee. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. **Public Projects** (i.e., CIP, Public Works) follow Public Contracts and Uniform Public Construction Cost Account Act (CUPCCA) per City Code SLTCC § 3.45, Article II.
2. Verify funding availability. Identify available funding in your current department budget. If there is no funding identified, prepare to request budget transfer or appropriate new funding source through City Council action. (see section 1.9)

3. Depending on the type of service and/or good sought, DH prepares and circulates a Request for Proposals (RFP), or Invitation to Bid (BID) utilizing **Planetbid.com** or circulated via similar means.
4. **Request for Proposals (RFP):** used for soliciting professional services, consultants, lease contracts, complex non-public projects.
    - RFPs are subject to three proposals but are **not** subject to competitive sealed bidding procedures
    - Must use mandatory RFP template (Exhibit F)
    - DH selects Proposal Evaluation Committee and drafts Evaluation Scorecard. Committee reviews Proposals and scores per criteria detailed in RFP.
5. **Request for Qualification (RFQ):** used as the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process.
    - Used when there is potential for significant interest in a contract opportunity. This can make the process more efficient as the field can be narrowed down prior to the RFP process.
    - Can be used to create a pre-qualified list for a future opportunity
    - Can be used as the sole selection process for straightforward projects/services that require a specialized skill set or where the task is very specific and contract negotiations can proceed with the most qualified vendor.
6. **Invitations to Bid (BID):** used when the City is seeking a specific good, material, equipment, tangible object.
    - BIDs are subject to competitive sealed bidding procedures
    - Must use mandatory BID template (Exhibit H)
    - DH selects BID Evaluation Committee and drafts BID Evaluation Scorecard per details outlined in the BID.
    - DH opens bids at the date, time, and location specified in the invitation. The public may attend. Bids shall be open for public inspection at the office of the DH during regular business hours for a period of 30 days after the bid opening.
    - Clarifications or changes to a BID must be transmitted to all participating bidders by an "Addendum". A solicitation may be modified prior to BID response due date.

4.3 LOCAL BUSINESS PREFERENCE

The City shall apply a five percent (5%) discount to all Local Businesses which submit bids for materials, supplies, equipment, and services for non-public projects. The City shall evaluate the Local Businesses' bids as though the bid had been submitted at a cost of 5% lower than the cost submitted (SLTCC § 3.45.020(F)). Local Business shall mean a business which maintains its

principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. (SLTCC § 3.45.095)

4.4 BIDDER'S SECURITY

When deemed necessary, bidder's security may be prescribed in invitations to bid, RFPs, and RFQs. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within ten days after receipt of contract (SLTCC § 3.45.020).

4.5 BID AND RFP/RFQ EVALUATIONS

BID or RFP Evaluation committee means the body appointed by the DH to review and evaluate proposals submitted in response to the Request for Proposal or Invitation to Bid. The functions of the Committee are as follows:

1. Determine and apply evaluation criteria per Evaluation Forms and Scoresheet
2. Evaluate proposals individually and/or discuss as a committee
3. Rank based on highest score to lowest and/or develop a shortlist
4. Interview/ obtain clarifications
5. Recommend Award

Evaluation Committee shall be comprised of at least three (3) individuals, including:

- At least one employee from the same department as the Department Head
- An employee with knowledge of the subject matter of the service or good, or end user of the service or good
- An **employee of the Finance Department**
- May also include outside individuals who bring expertise to the process

- *Evaluation Committee* should meet prior to evaluation to review RFP or BID criteria to ensure knowledge of the proposal and to vet questions, concerns, or issues. All- members of the committee should have clear understanding of the requirements and the Evaluation Forms prior to review of RFP/BID.

Evaluation Form- Bids and Proposals shall be evaluated based on an Evaluation Form which sets forth the total possible points for each category reviewed (see mandatory template Exhibit E)

- Evaluators shall each complete their evaluation forms in confidence, however evaluators can discuss requirements of the RFP or BID in relation to the Evaluation Forms.
- Evaluators shall give a point score and Comments for each evaluation category.
- Evaluators may ask questions or request clarification from the Department but should not disclose scores until all reviews are complete and total points tallied.

- The Committee may meet to discuss criteria and results.
- The Committee may request vendor interviews, depending on the outcome or type of solicitation.
- The Evaluation Committee provides the Evaluation Forms and Scoresheet to the Department Head for final determination.

Rejection, Tie Bids, and Rejection of All Bids: A bid or proposal may be rejected by the Evaluation Committee where it is found that the bid or proposal is "non-responsive." Where Evaluation Committee chooses to reject one or all bids, Committee shall confer with the City Attorney on the rejection.

1. Any of the following conditions may render a Bid "**non-responsive**"
    - The bid or proposal does not strictly conform to the required specifications as set forth in the RFP or Invitation to Bid (the City may waive immaterial, minor irregularities in bids).
    - The bidder or proposer has demonstrated that they are unable to satisfactorily meet the responsibilities required of the contract.
    - The bidder's or proposer's products or services have been demonstrated, through documented past performance in the industry or through prior use by the City, to be incapable of satisfactorily meeting the accepted demands required of the product or service.

2. **Tie Bid**- If two or more bids are for the same total amount or unit price and if the responsibility and final score (from the Evaluation Scorecards) are equal, the Department Head or City Council may award to whichever bidder or proposer it so chooses.

Less Than Three BID Responses: Solicitations advertised on the city's Planet Bids portal is considered "competitive solicitation", therefore:

1. If at least **two responsible bidders** respond, the evaluation may proceed as noted in Evaluation section above.
2. If the result is only **one bid response**, and the sole bid is responsive (meets all specifications and requirements), the contract may be awarded subject to the award threshold and Signing Authority of this policy. Documentation of the effort and result of the BID should be noted with the procurement documents.

No Responsive BIDS Received from Responsible Bidders: When competition results in no responsive bids from responsible bidders, the DH has two options:

1. The Solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. Shorter response time can be used if a timeline is a concern.

2. If, in the opinion of the DH, a second solicitation would not result in a different outcome, the DH may cancel the solicitation and proceed with Sole Source documentation, subject to approval by City Council. DH may reach out to bidders using the same specifications as original solicitation. The chosen bidder must be deemed responsible and compliant/responsive to the original specifications.

Waiver of irregularities and rejection of bids: At its discretion, the city may waive any irregularity in any bid received and award the contract, may reject all bids presented and may readvertise the project, or the city may abandon the project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-24)

4.6 CITY COUNCIL STAFF RECOMMENDATIONS

Staff Recommendations for Formal bids and proposals shall be drafted and presented by the Department Head or his/her designee to City Council. Prior to writing the staff report the DH should:

1. Contact losing bidders and informs them that City has selected another bidder (see template Exhibit F)
2. Contacts winning bidder and negotiates terms of contract along with assistance of City Attorney. (see template Exhibit G)
3. Ensures the winning bidder has obtained a City Business License and has the requisite insurance. The License must be obtained *before* any work commences.
4. Places staff recommendation for award of contract on next available City Council Agenda.

Staff Report and/or Resolution must include the following elements:

1. A description and background of the project/product for which the RFP or Invitation to Bid was circulated.
2. A brief summary of how the bids were circulated and brief description of the bids or proposals received.
3. If using a Cooperative Agreement- provide the name of the Gov't. Contract, contract number, **and attach a copy of the contract.**
4. A description of the reasons the winning bidder/proposer was selected.
5. The Financial Implication section should include the complete account number and appropriate budget to fund the product, service, or project.
6. The recommended bidder or proposer's original submission shall be attached.
7. The Professional Service Agreement or Purchase Agreement with negotiated terms approved by the City Attorney should be attached.

4.7 BID PROTESTS

A non-selected bidder may protest the award of an Invitation to Bid. A non-selected proposer **may not** protest the award of a Request For Proposal or Request for Qualifications.

Bid Protest Procedures: Per SLTCC § 3.45.020(E), a written Bid Protest must be received by the City Clerk no later than seven (7) calendar days after the City's selection of the winning bidder or no later than ten calendar days from the date that the City issues notice of designation of a bidder as non-responsible.

Contents of Bid Protest: The Bid Protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

Bid Protests Presented to Council: Where award of the contract is to be made by the City Council, the City Clerk shall place a discussion of the Bid Protest on the next regularly scheduled Council Meeting Agenda and the City Council shall determine whether, based on the Protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next responsible bidder. Staff Recommendations addressing a Bid Protest shall contain the following elements:

1. A description of the project for which the Invitation to Bid was circulated.
2. A brief summary of the bids received.
3. A description of the reasons the winning bidder was selected.
4. A description of the reasons the bid is being protested.
5. The winning bidder's original bid shall be attached.
6. The protesting bidder's original bid shall be attached.
7. All Bid Evaluation Scorecards shall be attached.
8. The Bid Protest shall be attached.

4.8 MAINTAINING DOCUMENTATION

Procurement must be clearly documented throughout each step of the process and documents maintained and filed for audit purposes. The City's annual audit process includes conducting procurement reviews to determine procedures are correctly implemented.

The following documentation should be maintained by the **Department** for a period of **3** years from the date of submission of the final expenditure per Resolution No. 2018-102 City Records Management and Retention Policy and Code of Federal Regulations CFR Chapter II 200 §200.33:

1. All communication documentation with vendors, purveyors, suppliers, etc.
2. Documents related to preparation of the procurement documents; dialogue, or negotiation
3. Original RFP or Invitation to Bid
4. All Bids/Proposals received

5. All Evaluation Scorecards, notes, documentation
6. Copies of Staff Recommendation, staff report, resolution
7. Copies of Contract/Agreement
8. Proof of Insurance (if applicable)
9. Labor Compliance Documentation (if applicable)
10. Sole Source forms (if applicable)
11. Cooperative Govt. Contract documents (if applicable)

The following documentation should be sent to the **Finance Department** (Accounts Payable) **along with the first payable invoice**:

1. Signed invoice and/or Request for Payment, or PO
2. Quotation Form noting bid process and outcome or;
3. Copies of 3 bids, proposals, or quotes
4. Budgeted/approved account number
5. Copy of Executed Contract/ Agreement
6. Copy of approved Council Resolution (if applicable)
7. Sole Source Justification Form (if applicable)
8. Cooperative Gov't Contract (if applicable)

EXHIBIT A

PAYMENT REQUEST FORM

CITY OF SOUTH LAKE TAHOE

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____

Comments/Notes: _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

EXHIBIT B

SOLE SOURCE JUSTIFICATION REQUEST FORM

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: _____

ADDRESS: _____PHONE NO._____

ITEM TO BE PURCHASED: _____ COST: $_____

1. Check reasons for sole source request:
_____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

_____ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

_____ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____
Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: _____
_____

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. _____

5. Can your requirements be modified to allow competitive products or services be used?
Explain:_____

REQUESTOR NAME/ DEPARTMENT: _____

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

FINANACE DEPT. _____ DATE: _____

CITY ATTORNEY SIGNATURE: _____ DATE:_____

CITY MANAGER SIGNATURE: _____ DATE: _____
* Requests over $60,000 requires City Council's approval

.

EXHIBIT C

REQUEST FOR QUOTES

AND PROPOSALS

FORM

REQUEST FOR QUOTES/PROPOSALS

~~QUOTATION INFORMATION~~

(To be completed by Designated Purchaser for each vendor solicitated & quote/proposal received)

☐ Employee Name (name of person receiving quote): _____

☐ Date of Solicitation: _____

☐ Description of Request for Quotes or Proposals (describe goods or services with clear specifications, ~~sought,~~ including quantity, model number, color, size, delivery date requirements, shipping~~freight~~ ~~charges~~,timeline or any other charges or requirements: _____

_____

☐ Date Quote/Proposal Received:

_____

~~☐ Project Manager Name (name of person receiving quote): _____~~

☐ Company Name (name of company/vendor providing quote/proposal):

_____

☐ Quoted By (name of company/vendor representative providing quote): _____

☐ Quote Amount: $_____

☐ Promised Delivery Date or Proposal Timeline:

_____

☐ Eligible for Local Bidder Preference? (Y/N). If Yes, indicate quote amount, taking into consideration the 5% local bidder's discount): _____

☐ Warranty Information ~~(describe warranty quoted by vendor):~~

_____

☐ Additional Information to Consider: ~~(provide additional information including differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid:~~ _____

_____

_____

☐ **Vendor Ranking:** (for Quotes- lowest responsible bid would be #1, for Proposals, #1 would be the Vendor whose qualifications/service would best meet the needs of the city) _____

☐ **Chosen Vendor** (Describe why this Vendor was chosen, the ranking, and the procedure used to obtain quotes):

_____

_____

_____

_____

EXHIBIT D

Contract/Agreement Routing Form Template

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME:
- DEPARTMENT:
- PHONE:
- DATE OF SUBMITTAL:

CONTRACT/ AGREEMENT INFO.

- NAME:
- CONTRACTOR/CONSULTANT:
- START: END: OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $

BUDGET INFORMATION

ACCOUNT NO.:
BUDGET AVAILABLE:
FUNDING VERIFIED:
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

Type of Contract

Professional Services Agreement ☐ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐
Three Bids/Quotes: Yes_____ No_____ If no, explain.

Brief Description:

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes ☐ No ☐ If **yes**, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☐ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head	_____	_____
Public Works Director *(where applicable)*	_____	_____
Dev. Services Director *(where applicable)*	_____	_____
Finance Director	_____	_____
City Attorney	_____	_____
City Manager	_____	_____
City Clerk	_____	_____

City Council Meeting Date ***(over $60K or where applicable)***: _____

EXHIBIT E

PROPOSAL~~BID~~

EVALUATION FORMS/ SCORESHEET TEMPLATE

EVALUATION FORMS

CITY OF SOUTH LAKE TAHOE REQUEST FOR PROPOSALS~~/ INVITATION TO BID~~

INSERT RFP/BID TITLE AND NUMBER HERE

Evaluators must give a numeric score for each of the five categories described below. The numeric score may be as low as zero and may not be greater than the maximum score set forth in the point range for each category. Evaluators should explain the reasoning for their allocation of points in the "Comments" section of each category. Attach additional sheets if necessary. Use one form for each Vendor/Proposer and each Evaluator.

Vendor / Proposer: _____

Evaluator Name: _____

I. RESPONSIVENESS OF PROPOSAL/ BID (P/F)

The Pass or Fail shall be based upon the vendor's compliance with the requirements for proposals/bids as set forth in the RFP/ Invitation to Bid, including quality, clarity, and conformance with instructions therein, and shall take into consideration the quality of the Cover Letter and Introduction.

Pass/Fail_____

Comments_____

_____

_____

II. COVER LETTER (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- **Identification of Firm, including name, address, and telephone number**
- **Name, title, address, and telephone number of contact person during period of proposal evaluation**

- **A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal**
- **Signed by person authorized to bind the Firm to the terms of the proposal.**

Total Points_____
Comments_____

_____

_____

III. EXECUTIVE SUMMARY (0 – 10 points)

Scoring shall be based upon the vendor's ability to describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convince the City that the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

Total Points_____

Comments_____

_____

IV. COMPANY HISTORY, BACKGROUND AND EXPERIENCE (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake ~~debt collection~~the services requested for the City of South Lake Tahoe in conformity with the requirements of the RFP.

Total Points_____

Comments_____

_____

V. SCOPE OF WORK/IMPLEMENTATION (0 – 35 points)

Describe the Company's general approach to managing the services provided including an explanation of the collection methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory

provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description of implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

Total Points_____

Comments_____

_____

VI. PROJECT BUDGET (0 – 25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

Total Points _____

Comments_____

VII. RECENT PROJECTS/REFERENCES (0 – 5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

Total Points _____

Comments_____

TOTAL COMBINED POINTS: _____
(Add total points from Sections I, II, III, IV, and V)

RANKING (from scoresheet): _____

EVALUATION SCORE SHEET

EVALUATION SCORE SHEET

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	TOTAL SCORE	RANKING	COMMENTS
Example- ABC Company	58	61	49		168	1	
Example- XYZ Industries	60	58	45		163	3	
Example- 123 Incorporated	57	59	48		164	2	
					0		
					0		
					0		
					0		
					0		
					0		
					0		

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

.

EXHIBIT F

STANDARD RFP/RFQ TEMPLATE

REQUEST FOR PROPOSALS/QUALIFICATIONS

TITLE

PICTURE

RFP/RFQ # date of award yyyy-mm-dd

SUMMARY

The City of South Lake Tahoe is requesting proposals(or statement of qualifications (SOQ), or request for qualification ~~for an~~ RFQ) from…brief summary of who/what we are looking for

Proposals are due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (City address xxx, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by Planet Bids on-line portal. Fax and Electronic-mailed (e-mail) submission will/will not be accepted. (Choose preferred method)

City of South Lake Tahoe
Attn:
RFP Title
City address
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "qualified or best value ~~responsible and responsive"~~ Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	
Mandatory Pre-Proposal Meeting	**Write N/A or Delete Row**
Deadline for Question Submittal via Planet Bids	
RFP submittals DUE	
Selection Committee Review Period/Interviews	
Award Date	

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** register through the Vendor Portal in PlanetBids to be ~~complete a "Vendor Information Sheet" to be~~ entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City's Vendor Database to be notified of such addenda.

To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record~~Number of Copies~~

Proposals must be submitted through the Planetbid portal. Proposals shall/shall not be e-mailed or faxed to the City (determined by Dept.) **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the Proposer to pick up following a review and selection of the firm(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand-written proposals will be accepted). There are no requirements on font size, type, or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this RFP is due on or before **MM/DD/YYY** **no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals to:

City of South Lake Tahoe
Attn:
RFP Title
City Address
South Lake Tahoe, CA 96150

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page XX of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the Mayor~~City Council of South Lake Tahoe~~, or the City Manager, after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

~~**8. Local Business Preference (applies to RFP's over $50,000 only)**~~

~~a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.~~

~~b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.~~

8~~9~~. Bidder's Security

a) When deemed necessary, bidder's security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

~~8.~~ Background

Background information that would be relevant to what service is being requested

~~9.~~ Objective

What is the City's primary objective? What are we trying to accomplish through this RFP?

SCOPE OF SERVICE

~~10.~~ Scope of Work to be Performed

- List all technical and general specifications of service, etc.….
- Be specific with all details and descriptions.
- Request proposal to be all inclusive of all fees, incl taxes, delivery charges etc...
- Request implementation schedule, timeline, delivery date etc.…

PROPOSAL CONTENT REQUIREMENTS

~~11.~~ **Proposal Requirements** - All proposals must include the following information and shall be organized as described below. **Criteria titles and points should be edited or deleted as needed for each RFP –**

A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- Identification of Firm, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

E. Project Budget (0-25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including

all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

F. Description of Recent Projects/References (0-5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. Evaluation Criteria

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any. **This information should match the proposal content requirements on page XX**

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	25
F. Description of Recent Projects/References	5

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

EXHIBIT G

STANDARD PROFESSIONAL SERVICES AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202**X** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for _____ years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to theirhis/her rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700.3(a)~~(2)~~].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out their~~his/her~~ duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their~~his/her~~ employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers'

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less

than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

v. Cyber Liability Coverage. Consultant shall maintain cyber liability insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to *sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.*

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating

of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation

on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

~~22.~~ Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. ~~race, religion, color, national origin, disability, ancestry, sex, or age.~~ Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. ~~Consultant shall also comply~~

~~with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.~~

22.

23. Drug-Free Workplace Certification. This certification is only required for Consultants receiving payment from Grant Funding. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355~~0~~, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation, and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have

the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: CONSULTANT:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$_____**
Hourly Rate:	**$_____/hour**
Travel and out-of-pocket expenses	**$_____**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$_____**

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____ Date_____

EXHIBIT H

STANDARD INVITATION TO BID TEMPLATE

INVITATION TO BID

TITLE

Picture

BID# date of award yyyy-mm-dd Title

**note: Formal Bids must be posted for minimum of 30 days*

SUMMARY

The City of South Lake Tahoe is requesting formal competitive bids from qualified professional vendors/firms for (short sentence describing what you are looking for).
Sealed or Electronic Bids are due on or before **MM/DD/YYYY** **no later than 12:00 p.m.** (Pacific Standard Time) at City offices (Department Address, South Lake Tahoe, CA 96150). Bids received after the deadline will not be accepted. Electronic Bids must be uploaded by said time and date. Sealed Bids and required copies must be submitted by U.S. mail or personal delivery to the address below, and/or on-line Planet Bids Portal. Fax and Electronic-mailed (e-mail) submission will not be accepted. Sealed paper bids must be marked **"BID yyyy-mm-dd Title"** and mailed to:

City of South Lake Tahoe
Attn: Department Head
Title of Bid
City Address
South Lake Tahoe, CA 96150

Bidders will be notified by the City of any addenda that may be issued to this Formal Invitation to Bid (BID). Bidders must register in the City's Vendor Database to be notified of such addenda (see page 3 for instructions on how to register).

Read this BID document carefully as the award will be given to the "lowest qualified responsible bidder" responding to this BID. The City reserves the right to reject any or all bids. Bids will be publicly opened and read aloud at the "department address" office immediately after the closing of the bid.

In the opinion of the City of South Lake Tahoe, this BID is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the BID is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this BID.

TIMELINE OF CRITICAL DATES

Release of Formal Competitive Bid	**xx-xx-xxxx**
Mandatory Pre-Bid Meeting	***optional**
Deadline for questions Submitted via Planted Bids	**xx-xx-xxxx**
Questions & Answers Uploaded	**xx-xx-xxxx**
Formal Bid Due/ Bid opening	**xx-xx-xxxx**
City Council Award	**xx-xx-xxxx**

SUBMITTAL PROCEDURES

1. Register with the City

All Bidders **must** register through the Vendor Portal in the Planet Bids website ~~complete a "Vendor Information Sheet"~~ to be entered in the City of South Lake Tahoe Vendor Database, which is required to submit a bid. Go to this website address: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Bidder. Following submission, Bidders will receive a confirmation message within 24 hours from the City. Bidders are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record ~~Number of Copies~~

~~The Bidder must submit in a sealed package(s) one (1) "Original", and five (5) complete copy sets of the "Original" response.~~ Bids shall not be e-mailed or faxed to the City. **Bids not received by the date and time specified in this BID, will be rejected.** Documents submitted in response to this BID will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the bidder to pick up following a review and selection of the bid.

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no handwritten proposals will be accepted). There are no requirements on font size, type, or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this BID is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Sealed Bids to:

City of South Lake Tahoe
Attn: Department Head
"BID yyyy-mm-dd Title"
Department Address
South Lake Tahoe, CA 96150

~~5. Selection Process~~

~~A Selection Committee consisting of City Staff will evaluate the submitted bids. Bids will be objectively evaluated based on their responses to the Scope of Work outlined in this BID. The~~

~~written bid should clearly demonstrate how the bidder could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 9 of this BID to rate and rank each proposal.~~

~~Following a review of the Bids, the Selection Committee may invite one or more of the bidders to a Selection Interview. Upon completion of interviews, the Selection Committee will submit a recommendation to the City Manager. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting bids, to advertise the BID at any time and to waive any minor irregularities in any bid.~~

~~The City of South Lake Tahoe reserves the right to accept or reject any or all bids or to make no award at all, to extend the period for accepting proposals, to advertise the Invitation to Bid at any time and to waive any minor irregularities in any proposal.~~

5~~6~~. Purchase Agreement/ Contract

Upon approval of the Award by City Council; a written Purchase Agreement or Contract will be issued by the City Attorney's Office. The Agreement is in force through the time period specified in the Scope of Work in the bid. The selected Bidder will be required to sign the City's Purchase Agreement or Contract. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this agreement however it sees fit. No changes may be made in the agreement without written authorization by the City of South Lake Tahoe. Quantities specified in the purchase agreement are not to be exceeded without written authorization from the City of South Lake Tahoe.

7. Reservations

a) The City reserves the right to reject any and all bids, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Invitation to Bid, in whole or in part, or decide to award a contract on the basis of individual items, or groups of items, or on the entire list of items; to reject any or all bids or any part thereof; and to waive any informalities and/or negotiate minor deviations to the bid, with the successful bidder. The City's decision shall be final, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Bidder and to negotiate the final scope of services with the selected vendor. The City is not liable for any costs incurred by Bidders prior to issuance of an agreement, contract, or purchase order. Costs of developing the bid, oral presentations or any other such expenses incurred by the vendor in responding to the BID are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful bidder.

Further, it is understood that respondents must independently evaluate the information in this BID and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written bids it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a bid contains false or misleading statements or references, it may be rejected without notice to Bidder.

f) The City reserves the right to obtain written clarification of any point in a vendor bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the bid.

g) The City reserves the right, without qualification, to select a Bidder for further discussions based solely on the content of the BID and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this BID will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Bid Protests

a) A non-selected bidder may protest award of contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible.

b) The bid protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

c) Where award of the contract is to be made by the city council, the city clerk shall place a discussion of the bid protest on the next regularly scheduled council meeting agenda and the city council shall determine whether, based on the protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next lowest responsible bidder.

9. Local Business Preference

a) The city shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment, and services for nonpublic projects. The city shall evaluate

the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principall~~e~~ place of business in a fixed office within the city of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principall~~e~~ place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidders' security may be prescribed in invitations to bid, ~~RFP's and RFQ's~~. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what product is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this BID?

SCOPE OF WORK

11. Scope of Work to be Performed:

- List all technical and general specifications of item(s), product, service, etc….

- Be specific with all details and descriptions.

- Request bid to include all fees, tax (8%), delivery charges

- Request implementation schedule, timeline, delivery date

BID CONTENT REQUIREMENTS

12. Bid Requirements - All bids must include the following information and shall be organized as described below.

~~F.~~ A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Department, Department Head, Title, and at a minimum, must contain the following:

- Identification of Vendor, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of bid evaluation
- A statement to the effect that the bid shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the bidder the terms of the proposal.

~~G.~~ B. Product Specification~~Executive Summary~~ (10 points)

In a brief narrative, describe the specifications~~overall approach and plans~~ to meet the requirements of the Invitation to Bid. The intent of this narrative is to convince the City that the Bidder understands the objective that the bid is intended to meet, the nature of the ~~work and/or~~ product, and the level of effort necessary to successfully provide the defined product or scope of work.

~~H.~~ C. Company History, Background and Experience (0-20 points)

Describe the Vendor's history and organizational structure, including the size of the company, location of office(s) and years in business. ~~Provide resumes project team members (if applicable).~~ Also include the Vendor's background and public sector experience in conducting description of work/item.

~~I.~~ D. Scope of Work/Implementation (0-35 points)

Describe the Vendor's general approach to managing the project or providing the goods, including

specific plans to manage, control, and/or deliver the project in order to insure satisfactory provision of services. Provide a schedule designed to meet the requirements of the City. The City's target date for completion/delivery is xxxx weeks/days from the date the contract is signed; however, a timeline from the Vendor is required. Provide description of all costs, implementation, including estimated timeframes and deliverables.

~~J.~~ E. Project Budget (0-25 points)

Provide a detailed description of the project budget/ product itemized according to Scope of Work. The Vendor shall present a specific "not to exceed" fixed fee /cost including associated taxes, fees, and charges and be based on achievement of deliverables. Provide itemized budget.

F. Description of Recent Projects/References (0-5 points)

Provide a description of projects/products of a similar nature including at least three (3) client references with names and telephone numbers, contact persons. ~~Preference shall be given to vendors who have provided satisfactory service to public entity clients~~.

EVALUATION METHOD & CRITERIA

Bids will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the bid may be deemed non-responsive and returned to bidder. Further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this bid to award the contract to the lowest qualified responsible bidder. The City Council will make the final determination whether or not to award a contract/agreement. ~~The City may conduct interviews of the top scoring Bidders.~~

~~**13. Evaluation Criteria**~~

~~Recommendations for selection of the Concessionaire will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories. **This information should match the BID content requirements on page 7**~~

~~riteria Points~~

~~A. Cover Letter 5~~

~~B. Executive Summary 10~~

~~C. Company History, Background & Experience 10~~

~~D. Scope of Work/Implementation 35~~

~~E. Project Budget 35~~

~~F. Description of Recent Projects/References 5~~

ATTACHMENT 1

SAMPLE

STANDARD PURCHASE AGREEMENT

EXHIBIT I

STANDARD PURCHASE AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE
PURCHASE AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202x by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Vendor").

RECITALS

A. Vendor has been selected as the lowest qualified bidder to provide the goods/materials/products set forth in this Agreement ~~is specially trained, experienced, and competent to perform the special services which will be required by this Agreement~~.

B. Vendor and City desire to enter into this Agreement for the purchase of said goods/materials/products.~~possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein~~.

AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.

2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before _____.

3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Vendor's compensation exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Vendor shall obtain prior written authorization from the City Project

Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in compliance with the scope set forth in **Exhibit A.** Such confirmation shall not be unreasonably withheld.
   The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, in the performance of this ~~the work and services agreed to be performed,~~Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Vendor are employees, agents, contractors, or subcontractors of Vendor and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Vendor under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third-party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

6. Interest of Vendor. Vendor, (and principals, associates, and professional employees of Vendor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material

inducement to enter into this Agreement. Vendor shall therefore provide properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments.

9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, always keep in effect or obtain during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Vendor. Vendor shall always maintain a City of South Lake Tahoe business license during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

11. Indemnity. Vendor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Vendor's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

    City does not, and shall not, waive any rights against Vendor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Vendor, of any of the insurance policies hereinafter set forth.

12. Warranty. Vendor will provide warranty language.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Vendor:

Provide a copy to:

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

18. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid, nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Time is of the Essence. Time is of the essence for this Agreement.

23. Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: VENDOR:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Description of Goods/Materials/Products

EXHIBIT B

COMPENSATION

- **Provide total itemized costs**
- **Include all taxes, shipping, handling, fees, and discounts**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor:
Name, Title

By: _____ Date_____

EXHIBIT J

BID REJECTION LETTER – TEMPLATE/EXAMPLE

USE DEPARTMENT- CITY LETTERHEAD

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Thank you for submitting a proposal in response to the subject Request for Proposals (RFP). An evaluation panel, using the weighted criteria outlined in the RFP, has completed its review, and scoring of all the proposals we received. The proposal submitted by _____ received the panel's highest score. We will be developing a contract for the requested services with that organization. Thank you again for your participation, and for your interest in doing business with the City of South Lake Tahoe.

This award is a final decision subject to the successful negotiation of a mutually acceptable contract. A nonselected bidder may protest the award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as nonresponsible. Please see City of South Lake Tahoe Code section 3.45.020 for the full bid protest procedure.

Very truly yours,

EXHIBIT K

BID ACCEPTANCE LETTER TEMPLATE/EXAMPLE

*Use Department City Letterhead

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Congratulations. The evaluation panel, using the weighted criteria outlined in the subject Request for Proposals (RFP), has completed its review of the proposals received. We are pleased to announce that your proposal received the panel's highest score.

Enclosed with this letter is an electronic copy of the City's approved Professional Services Agreement. We respectfully ask you to review the terms and conditions. Any changes should be made with MS Word Track Changes so that our Attorney may review them. We also kindly ask that you provide us a scope of services attachment that includes all services requested in our RFP. When both parties arrive at mutually acceptable terms, we will place the master agreement on the City Council agenda for adoption.

Thank you for your interest in working with the City of South Lake Tahoe. If you have any questions or concerns, please do not hesitate to reach out to me at _____.

Very truly yours,

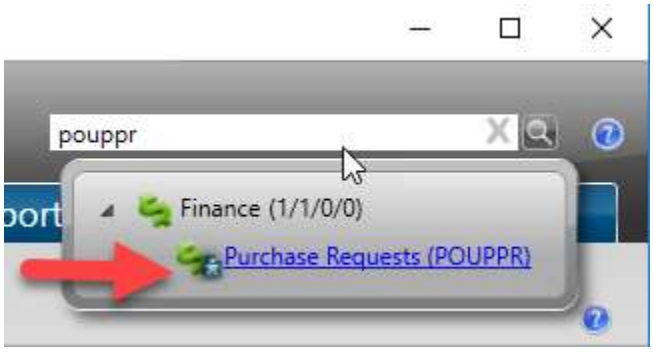
Attachment: Professional Services Agreement/ or Purchase Agreement

EXHIBIT L

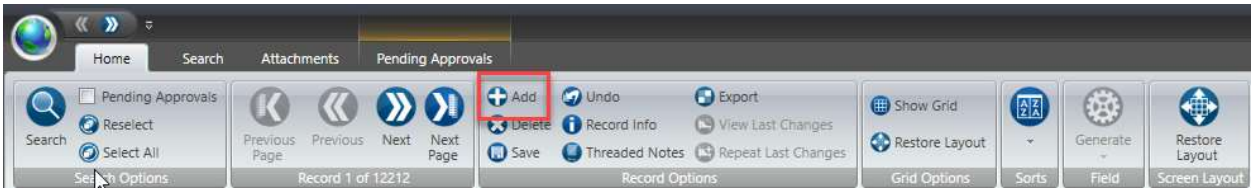
INSTRUCTIONS TO CREATE A STANDARD PURCHASE ORDER (PO)

Creating a Purchase Order

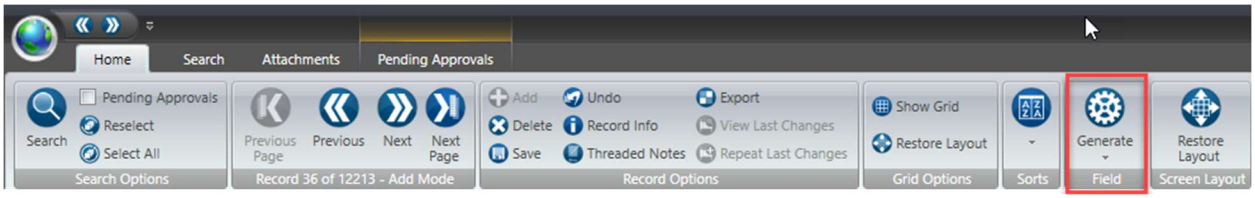
1. Login to OneSolution
2. Type POUPPR into the top right search tool and click on “Purchase Requests (POUPPR)



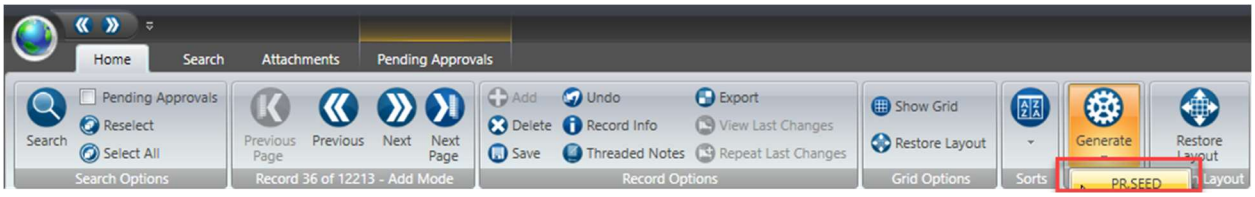
3. Click on “Add”



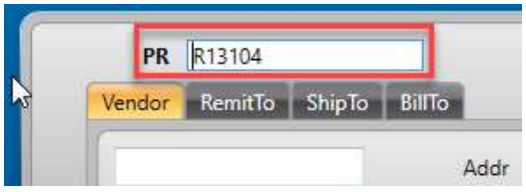
4. Click on Generate



5. Click on PR_SEED



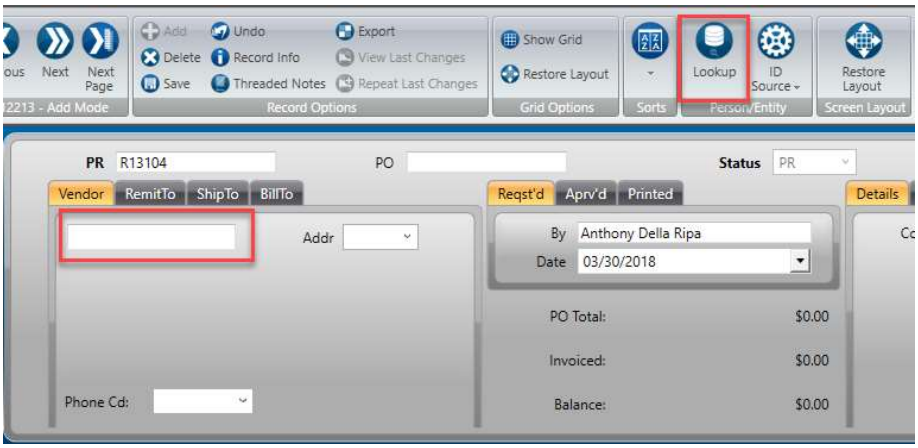
6. Write down the PR Number

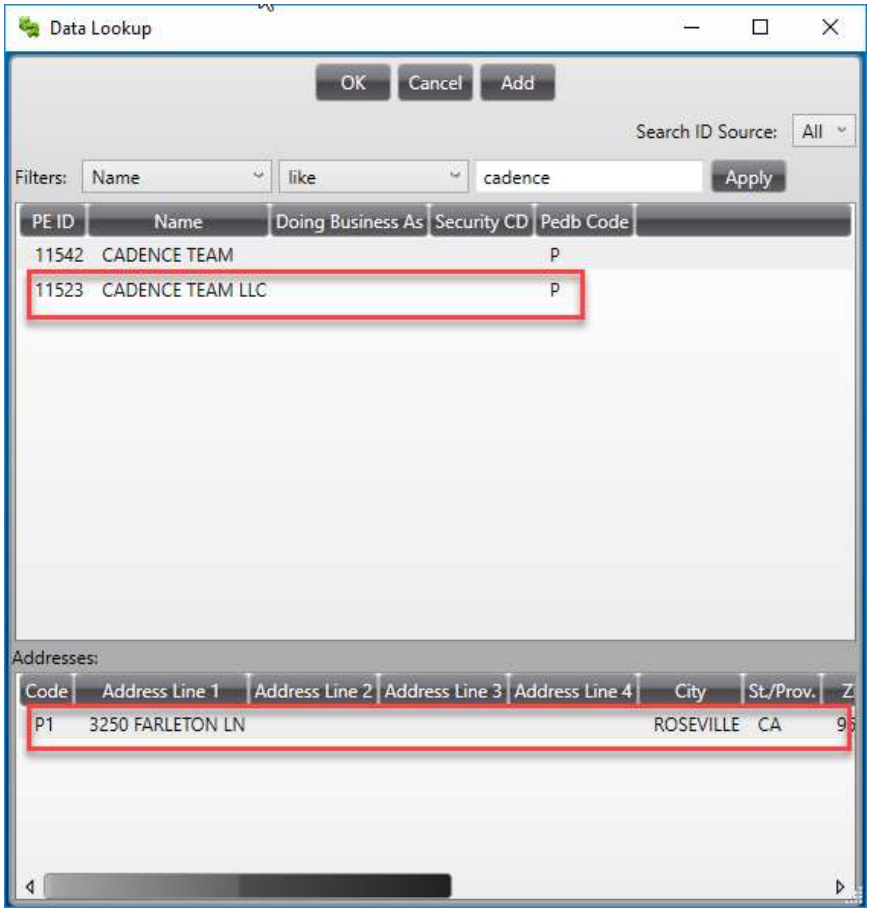


7. If you know the vendor ID then type it in the text box that is located in the Vendor tab. If you don’t know the ID then you can search for it by name. If the vendor is not in our system then you will have to request a W9 from the vendor and send it over to Ben so he setup the new

vendor in our system. If this new vendor is doing any work on one of our properties then a business license is needed. Have Finance contact this new vendor to setup a business license.

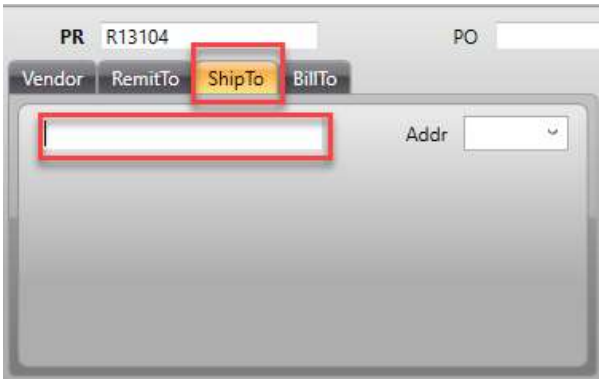
8. Type in the Vendor ID in the text box or look it up. Select the vendor and the correct address then click on OK at the top.

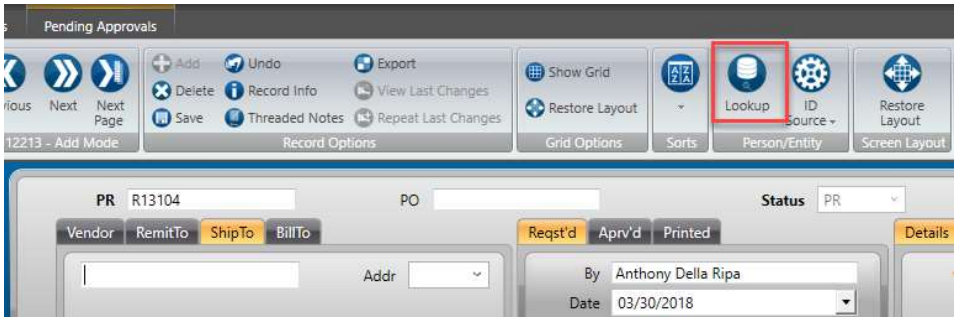


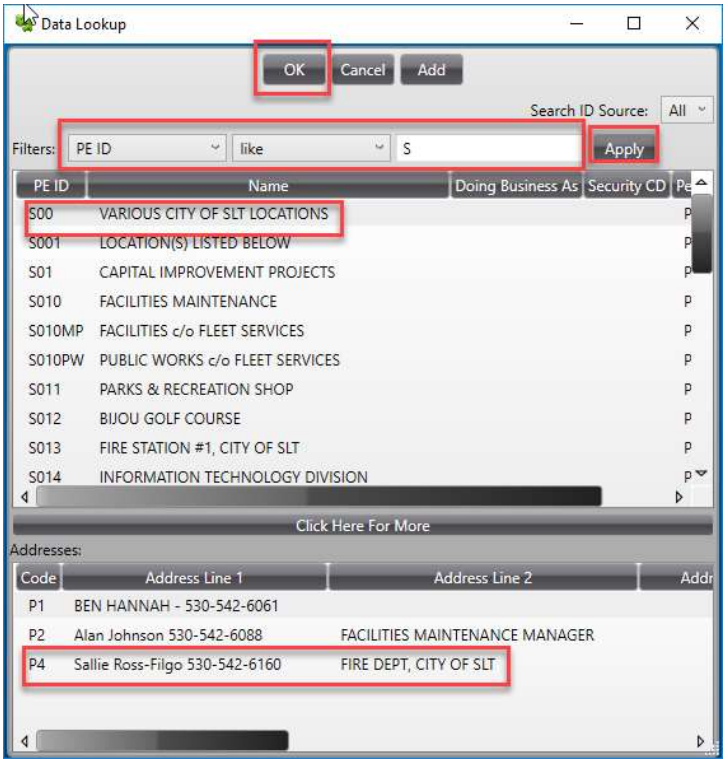


9. Click on the Ship to Tab. If you know the ship to ID then type it in the box or you can search for it. To search click on the Lookup button. All city building starts with a S. Filter by PE ID and type

in an “S” and click on “Apply”. Look for the city building that it needs to be shipped to and select the correct person at that address.





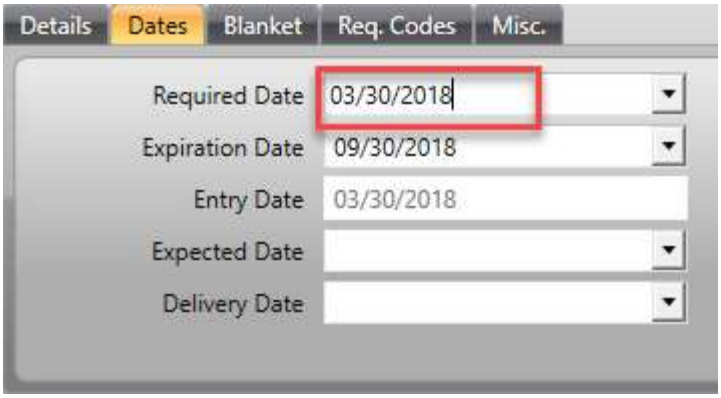


10. Under the “Details” tab type in the following
    a. Confirming Person – The person requesting this item/service

b. Cust / Order # - Quote or order number if available
c. Bid # - If available
d. Contract # - If available
e. End Use – The department or division requesting this PR
f. Buyer – Leave Blank



11. Go to the "Details" tab and type in the current date



12. Skip "Blanket" Tab
13. Click on "Req. Codes" Tab. Make sure the following codes are selected.



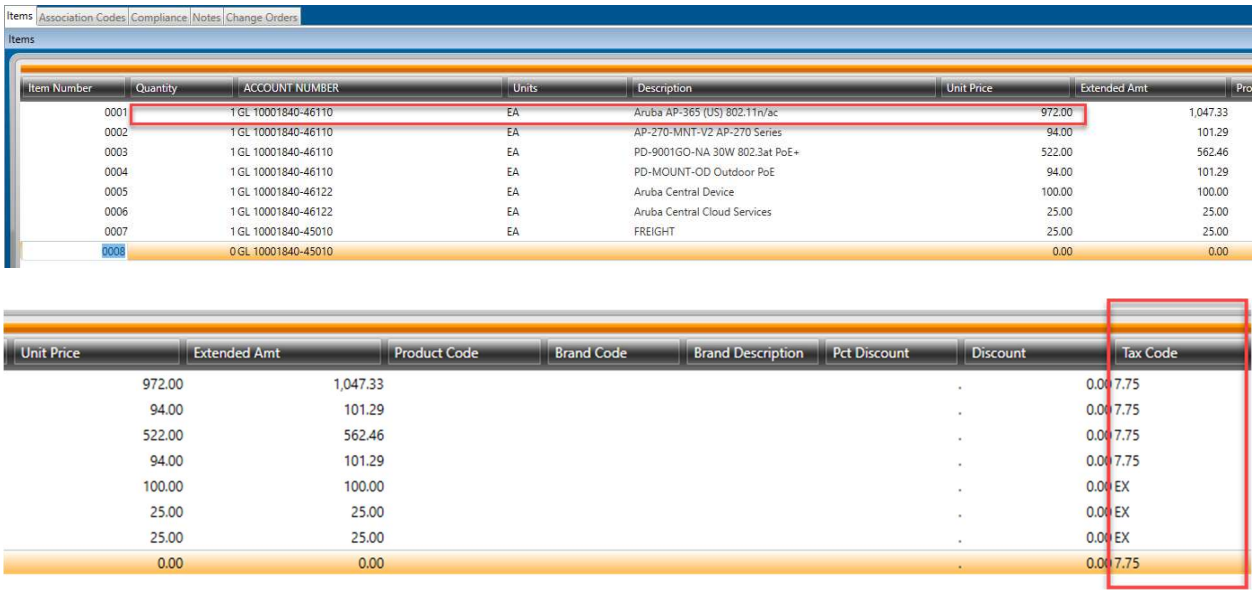
14. Skip "Misc." Tab

15. Click on the "Notes" Tab. In the dropdown there are three choices
    a. PR Notes – This is for internal notes only
    b. Print Before – This will place the note directly on the PO above the first line item.

i. Quote number
ii. Delivery instructions
iii. Etc…

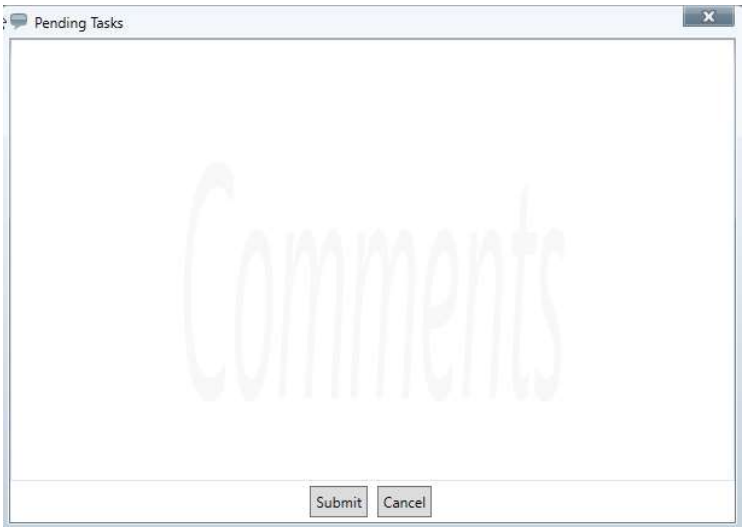
c. Print After – This will place the note directly after the last line item.
i. Quote number
ii. Delivery instructions
iii. Etc…

16. In the "Items" tab. Enter in the Quantity, Account Number, Units, Description, Unit Price. If Tax is NOT required, then scroll to the right and select EX under the "Tax Code" column. After entering the data in each filed press the "Enter" to save the item and two add a second item.

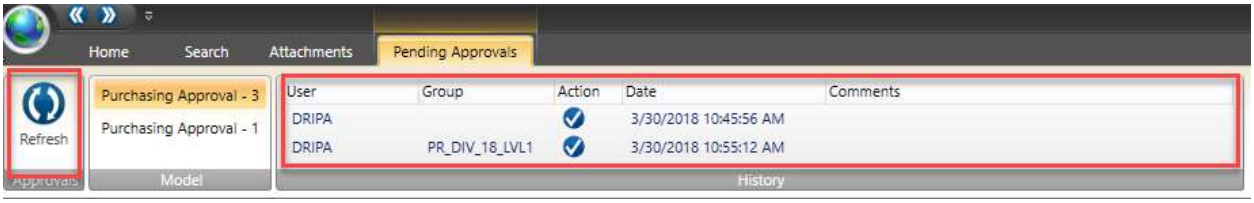


17. Once you are finished adding items. You will have to approve the PR out of your queue. At the top you should have "Pending Approvals" tab; If you don't, please see below to activate it. Click on that tab and select one of the four choices. When you select one a second window will popup so you can type additional notes for yourself or for the next approver in the queue.



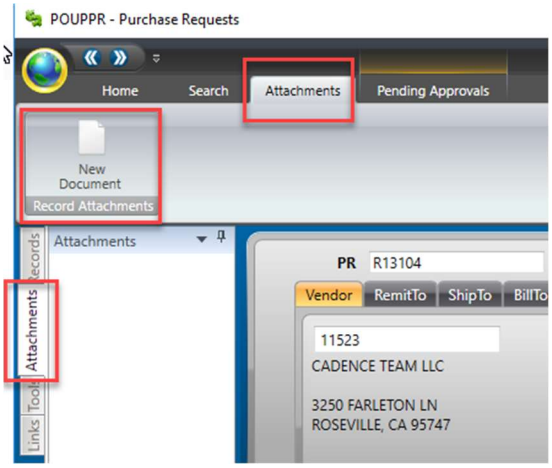


18. If there are multiple approvers you can click on refresh to see who next in line to approve the PR.

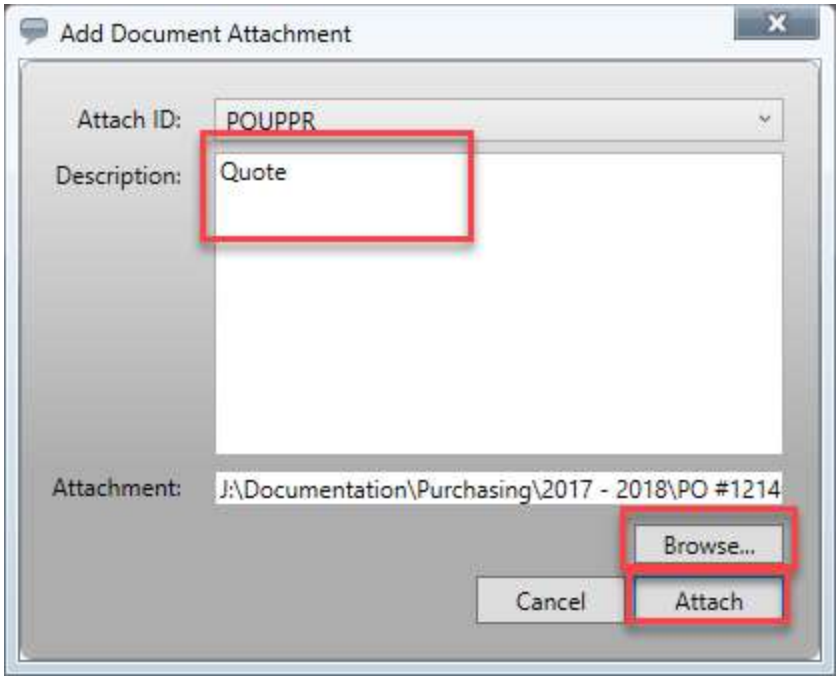


Adding Attachments to the PR

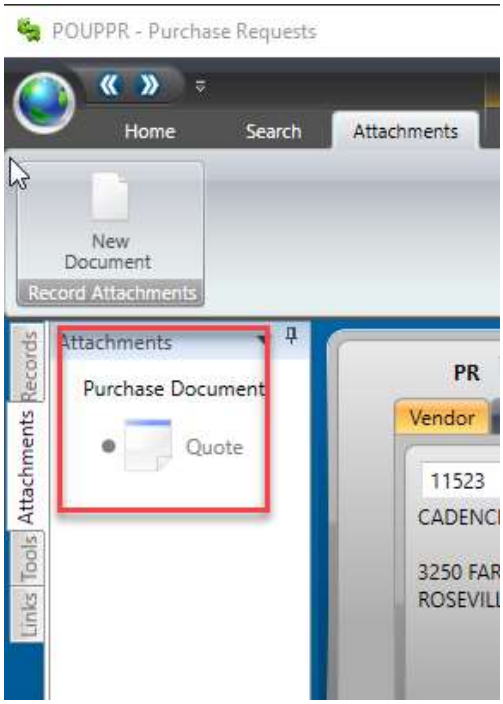
1. Click on the "Attachments" tab on the top will allow you add new documents. The "Attachment" tab on the left will show you the current documents attached to the PR.



2. Click on "New Document". A second window will popup. You will need to add a description and then browse to the location where your attachment is saved. Then click on "Attach."



3. You will see the document listed on the left side. If the wrong document was attached; just hover you mouse of the attached document and send IT the document ID and request that document to be removed.

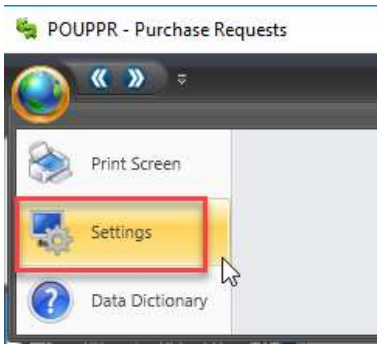


Activating the "Pending Approval" tab and "Attachments" Tab

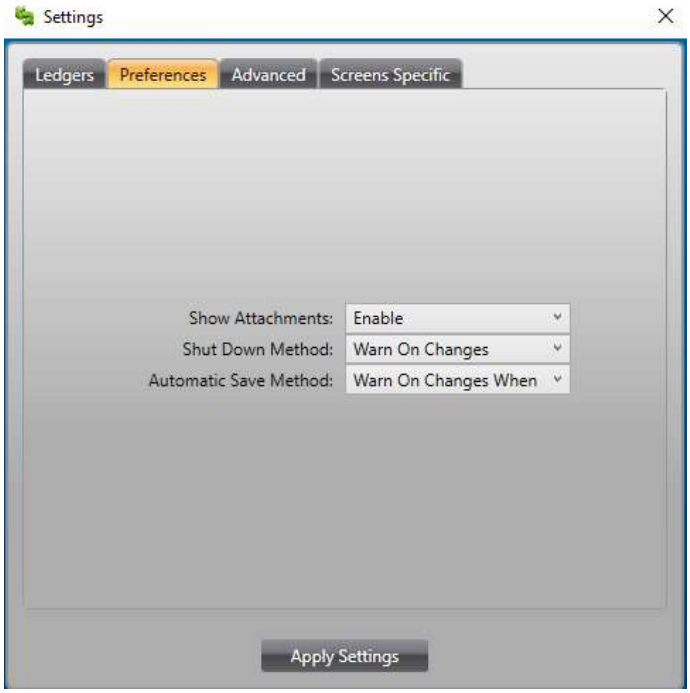
1. Click on the Globe



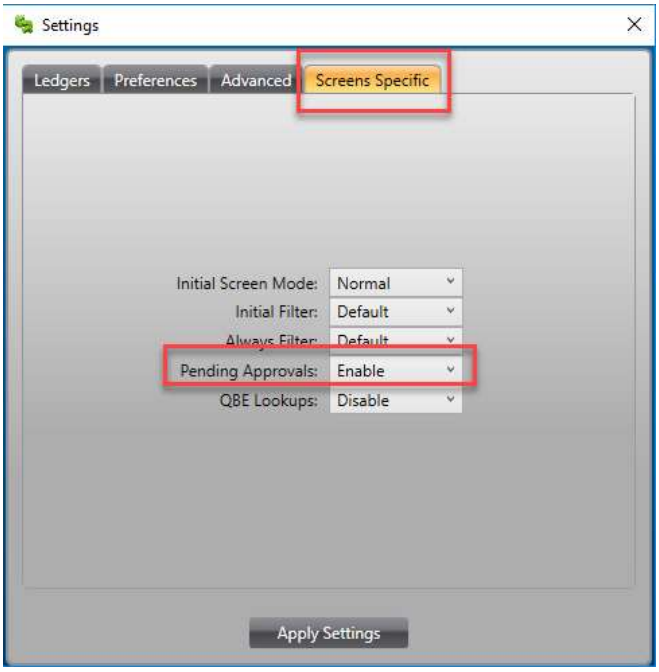
2. Click on “Settings”



3. Click on “Preferences” tab and select “Enable for “Show Attachments”. Then click on “Apply Settings”



4. Click on “Screens Specific” tab and select “Enable” for “Pending Approvals”



Purchase Order Rules

1. All quotes, sole source form, state contracts, etc…. and the approved PO must be attached to the PR.

FINANCIAL MANAGEMENT PROCUREMENT POLICY

These guidelines establish the basic policies and procedures for the procurement of goods and services in accordance with City Ordinance Adopted and Approved by the City Council August 13, 2024. Procedures are drafted by the Finance Dept. in coordination with the City Attorney and City Manager's office. All City employees responsible for the procurement of goods and services while conducting City business are responsible for knowing and following this policy.

Quick Guide to Purchasing

Dollar limit	For Materials, Supplies, Equipment & Services	Forms Required	Approval Authority
$0 $9,999	Discretionary purchases: no competitive bid required. Purchase using Cal Card, or vendor invoice- signed, with account number. **ALL services performed by an outside vendor at a city-owned property require a Purchase Order or PSA.**	Signed invoice or e-mail approval with acct. number PO for service	Supervisor/ Designated Purchaser
$10,000 – $29,999	Requires 3 informal quotes, cooperative contract, or Sole Source Justification form. Purchase using approved vendor invoice, or PO with budgeted account number. ***ALL services performed by an outside vendor require a Purchase Order or Professional Services Agreement.**	3-Quotes or Sole Source form, Co-op contract#, PO, or invoice w/ acct#	Department Head
$30,000 – $59,999	Requires 3 informal quotes, co-op contract, or Sole Source Justification form. Provide budgeted account number and proper signing authority. ***ALL services and purchases of goods at this threshold require a PO and/or written contract approved by Dept. Head & City Manager.**	All above + PO, PSA/ or Purchase Agreement	Department Head and City Manager
$60,000 +	Requires Formal Bid process with City Council approval. **All services and purchases of goods require a written contract approved by the City Attorney's office as well as City Council approval.**	All above + - RFP or BID -Staff report	City Council Award- invoices signed by DH, CM

NOTE: ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving **ANY publicly owned, leased, or operated facility** is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." (City Code SLTCC § 3.45, Article II). **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

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1. GENERAL STANDARDS

The City's Purchasing Ordinance (SLTCC § 3.45) and Procurement Policy are in place as guideline to ensure materials and services are purchased in a legal and cost-effective manner. The purchasing functions are decentralized, with each Department/Division responsible for procuring their own goods, services, and contracts, and maintaining compliance with City policies and procedures. Employees and City Officials are responsible for exercising good judgment in requesting, approving, and procuring goods, services, and contracts on behalf of the City of South Lake Tahoe to provide prudent stewardship of public funds and City resources.

Adoption and Implementation: The City Council is responsible for adopting the City's Purchasing Ordinance and Procurement Policy and approving significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to City procurement are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

1.1 CODE OF ETHICS

Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable treatment of all persons dealing with government procurement; to foster public confidence in the integrity of the procurement process; and to ensure the appropriate application of purchasing ethics. When engaging in procurement, any person employed by the City of South Lake Tahoe, or vendors and third parties doing business with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices;
2. Diligently follow the procurement laws, rules, and procedures;
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City;
4. Identify and eliminate any conflicts of interest;
5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential suppliers which may influence or appear to influence purchasing decisions;
6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment, and;
7. Encourage any person, including any actual or prospective bidder, offeror, contractor, or business to act in good faith to practice purchasing ethics, and display business integrity as a responsible offeror.

1.2 Conflict of Interest

Any officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City is displaying a "conflict of interest".

No officer or employee of the City shall have any interest, financial or otherwise, direct, or indirect, or have any arrangement that may reasonably be expected to bias the procurement process or influence the bidding and purchasing of goods, services, or public projects. Officials and employees of the City shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the procurement process
- Or any other Conflict of Interest, real or perceived

The City of South Lake Tahoe reserves the right to deny approval, purchase, payment, or reimbursement of expenses that are considered fraudulent, lavish, extravagant, or are unsupported by **required** ***documentation.***

1.3 PUBLIC PROJECTS

ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and repair work involving **ANY** publicly owned, leased, or operated facility is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." **(CUPCCAA)** (City Code SLTCC § 3.45, Article II)

Prequalification: The City may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works. The City may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process. Refer to City Code for bidder appeal process. (City Code SLTCC § 3.45.105)

Director of public works authority for Public Projects: Public project contracts of **$60,000** or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California. This includes contract change orders combined up to this amount. Vendors chosen in this manner must be on the prequalification list.

Informal bidding for Public Projects: Monetary Limit. Public contracts of **$200,000** or less may be executed by the director of public works or his or her designee as well as let to contract by

informal procedures as set forth in this section. Contract change orders up to this amount may be approved by the director of public works, so long as the combined amounts are within the approved project budget. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

1. Contractors List: The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.
2. Notice Inviting Informal Bids: Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

Formal Competitive Bidding: Public projects of **greater than $200,000** shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-22)

Lowest Responsible Bidder: Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;
3. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
4. The ability of the bidder to provide future maintenance for service for the public project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-25)

Design-Build Contracts: The purpose of this section is to authorize and provide guidelines for the award and use of "design-build contracts," which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

1. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways;
2. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.

3. Refer to City Code SLTCC § 3.45.165 Design-build contracts for additional guidelines when utilizing this method for procurement.

Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any activity considered to be a Public Project per definition above.

1.4 ON-SITE SERVICES

On-Site Service: any repair service, maintenance, professional service, or service of any kind conducted on the property of any city-owned facility or property is subject to the following:

1. Regardless of dollar amount, a Purchase Order (PO), Professional Service Agreement (PSA), or Written Contract must be used for ALL On-Site Services.
2. Cal-Cards are prohibited as a payment for On-Site Services.

1.5 SPLITTING PURCHASES

***Splitting Purchases Prohibited*:** Pursuant to SLTCC § 3.45.050, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

Bifurcation of Purchases: No acquisition of materials, supplies, equipment or services from a single vendor, provider, or contractor shall be accomplished by the issuance of several purchase orders or contracts for portions thereof.

1.6 SOLE SOURCE PURCHASING

Pursuant to SLTCC § 3.45.060; where an acquisition would otherwise be subject to competitive bidding, the procurement of materials, supplies, equipment, or services from a Sole Source may be permitted only when submitting an approved Sole Source Justification Form (Exhibit B) and one of the following conditions exists:

1. **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
2. **Emergency Purchase**: Non-public projects requiring public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per SLTCC § 3.45.070. Whereas the procedures set forth in this policy would result in hazardous delays, loss to the City, or damage to life, health, safety of citizens, the City Manager may approve the non-competitive purchase of materials, supplies, equipment, or services. For Public Projects, refer City Code § 3.45.180, and Public Contract Code Section 22050.
3. **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

4. **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (Attach authorization to this form)
5. **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc. *(When using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes).*

1.7 ENVIRONMENTALLY PREFERABLE PRODUCTS

Pursuant to SLTCC § 3.45.080; the city desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, contain recycled content, and contain U.S. Environmental Protection Agency Energy Star-certified materials whenever economically feasible.

1.8 SB 1383 RECOVERED ORGANIC WASTE PRODUCTS

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. These procurement requirements will strengthen California's green, self-sustaining economy. Recovered organic waste products can benefit local communities and spaces, improve soil and air quality, and support local environmental initiatives, such as the City's Climate Action Plan.

CalRecycle will assign an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfill their target by procuring any combination of the following recovered organic waste products where applicable:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, and Electricity)

The City's Sustainability Coordinator will be responsible for collecting and maintaining the documents needed to support and demonstrate compliance with the SB 1383 regulatory target for recovered organic waste product procurement and the SB 1383 recycled-content paper regulatory requirements.

Pursuant to SB1383 and SLTCC §3.45.080, Departments should use best efforts in procuring and using "recycled organic products" to help the city meet its procurement target by:

1. Coordinating with the Sustainability Coordinator to identify applicable products.
2. Recognize areas in your department that could utilize these products.
3. Provide invoice copies to Sustainability Coordinator for tracking and reporting.

1.9 COOPERATIVE PURCHASING

Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based upon an agreement or cooperative purchasing program pursuant to authority granted by statue or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the City Manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies, and complying with the bidding requirements of this policy (ex: CMAS, NASPO, GMAS, SOURCEWELL) (SLTCC § 3.45.090). Cooperative Purchasing is not applicable to Public Projects.

1.10 BUSINESS LICENSE REQUIREMENT

The City shall not render payment to any vendor, contractor, or professional service provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate (SLTCC § 3.45.095). Contact the Revenue Dept. to inquire about a valid business license (ext. 6012 or ext. 6013).

1. It is the Departments responsibility to ensure the vendor, contractor, service provider, consultant, has a required Business License and appropriate requisite insurance (where applicable).
2. The license and insurance requisites must be obtained prior to purchase or work commencing.

1.11 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**. Do not proceed with the purchase or contract until City Council or the City Manager has appropriated budget in accordance with the following delegation of authority:

Transferring/ Adding Budget	Authorization
Transfers between budgeted line items within the same account number:	**Department Head-** via email to the Administrative Services Director
Transfers between account numbers within the same fund:	**City Manager**- via email from Dept. Head. CM will authorize adjustment via email to Admin. Services Director.
Transfers between funds: (including transfers from undesignated reserves)	**City Council**- via staff report and resolution with explanation for transfer
Adding new Budget (grants, new revenue, unforeseen expenses etc..)	**City Council** – via staff report and resolution with explanation and request to appropriate funding.

1.12 DISPOSITION OF SURPLUS

Surplus property: Goods, materials, vehicles, equipment etc. retained by a government, but not currently being utilized. These items may be out of date, useless, or no longer working.

Surplus property shall be identified by the department; officially declared to the City Council for approval; eliminated from the fixed asset accountability list and; sold at auction or to any organization or non-employee willing to pay fair market price. Alternatively, the City Council may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions at City Council discretion.

In the event any single item of property's original value is less than $10,000, the Finance Director shall have the authority to sell, or dispose of such surplus supplies or equipment by donation to local schools or nonprofit organizations, or if surplus has no value, by disposal at a refuse company.

Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

1.13 INFORMATION TECHNOLOGY (IT) EQUIPMENT

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT. These items include but are not limited to:

- Printers
- Smart TV's
- Computers
- Laptops
- Software/ Software Subscriptions
- Tablets/ IPads/ Accessories
- Cell Phones/ Cell Phone Apps
- Monitors
- Any network connected device (wired or wifi)
- Any other IoT (Internet of Things) devices

- An IoT device is defined as web-enabled smart devices that use embedded systems, such as processors, sensors and communication hardware to collect, send and act on data acquired from their environments.

Departments should consult IT via email to ensure compliance and compatibility for small purchases such as USB drives, keyboards, mice, charging devices, etc.

- **Please Note:** all employees responsible for procurement or utilizing any City information device are required to complete the Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices.

2. DISCRETIONARY PURCHASES: $0 - $9,999.00

Items and services less than $10,000 can be purchased directly by a City department without a competitive bid process, this threshold must include tax, shipping, and handling. Purchasers should use best efforts and judgment to provide greatest value to the city. **ALL purchases require an itemized receipt or invoice upon purchase.**

2.1 SIGNING AUTHORITY

Discretionary Purchases require the approval signature of the Department Supervisor or the designated "Purchaser" for the department. Accounts Payable requires a valid invoice, appropriate account number, printed name, department, and authorized signature to complete a payment. An e-mail approval to pay invoice with account number is acceptable.

2.2 LOCAL VENDOR MASTER ACCOUNT PURCHASES: Many local vendors allow city employees to make discretionary purchases against an approved master account (ex. Meeks, Ace Hardware, DIY, etc.). Departments utilizing this option should do the following:

- Ensure budget is available and purchase is necessary.
- Ensure staff member making the purchase is a designated employee on the account.
- Provide your name, department, and a clear, legible signature at point of purchase.
- Receive a copy of the receipt/invoice upon point of purchase.
- Submit copy of receipt/invoice, approved for payment, with signature, department and account number to accounts payable within **5 business days** of purchase.

- ALL purchases require an invoice/receipt. For missing/lost receipts, departments should contact the vendor to acquire a copy of the receipt or written documentation of proof of purchase signed by the Department Head.
- Habitual problems with lost receipts can result in disciplinary action for the offending purchaser.

2.3 PETTY CASH PURCHASES

Petty cash funds are issued to departments, in the charge of a custodian, to be used on a revolving basis for the payment of small emergency and commonly budgeted, pre-approved expenses. Only those expenditures considered as having a public purpose, being for the benefit of the City of South Lake Tahoe will be allowed. Employees should use good judgment when expending public funds and should avoid any transactions that may appear inappropriate. Refer to Financial Policies – Cash for additional information regarding guidelines for establishment and use of petty cash.

Per Financial Polices- Cash, approved by City Council:

- Petty cash disbursements **are not to exceed $50** unless approved by the Director of Finance
- Petty cash funds are for small purchases only and cannot be used for services, employee meals, or travel reimbursements.

2.4 FEDERAL PROCUREMENT/OTHER REVENUE FUNDS

Purchases utilizing Federal Funds, Grant Funds or other Revenue Sources as the funding source require procurement compliance with this policy, Grant Funding Compliance Policy, as well as the procurement standards set forth in the contract funding the purchase.
Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save electronic copy of verification through SAM.gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to templates in this policy for "Suspension and Debarment language) per Section 2 CFR §200.332.

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: to the extent possible, the city will assure that small, minority, and women's

business enterprises are solicited when there are potential sources. Effective 10/1/24, "Veteran-Owned Businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321

In determining purchasing bid thresholds while maintaining compliance with multiple policies; utilize the most stringent requirements to ensure meeting all standards and regulations.

2.5 DISCRETIONARY PROCESS

Following are preferred purchasing methods for purchases less than $10,000:

1. ***Cal-Card procurement card:*** purchase of non-service goods at this level. (refer to Cal Card Policy for further guidelines)
2. ***Direct vendor invoice***: include account number, "ok to pay", printed name, department and authorized signature on the invoice or attach Payment Request Form (Exhibit A) to the invoice.
3. ***Purchase Orders:*** when required by the Vendor, or for on-site service, refer to instructions in Exhibit L.

3. INFORMAL SOLICITATIONS: $10,000 - $59,999

Purchases and services between $10,000 and $59,999 are subject to **informal** bidding and proposal processes. In calculating the total amount, include tax, shipping, and handling as well as total lease or contract cost over the life of the contract or lease.

3.1 SIGNING AUTHORITY

$10,000 - $29,999: The Department Head may approve contracts and expenditures up to $29,999.99 and must sign all corresponding invoices, POs, and/or Requests for Payment, or provide authorized e-mail approval to Accounts Payable.

$30,000 - $59,999: Upon approval by Dept. Head, the City Manager must also approve and sign all Contracts, Purchasing Agreements, and/or POs between $30,000 and $59,999, as well as approve all invoices in this threshold. Authorized e-mail by DH and CM for approval is accepted for invoices.

3.2 EQUIPMENT AND CAPITAL EXPENDITURES

Capital Expenditure: funds used to acquire or upgrade the City's fixed assets, such as property, plant, equipment, facilities, and infrastructure.

Capital (fixed) Asset: any asset used in operations with an estimated useful life in excess of three years and generally has value over a longer period (ex. computer equipment, machinery, vehicles etc.).

1. When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.

2. Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:
    - The original cost of the fixed asset is equal to or greater than **$10,000** if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
    - Any asset less than the capitalization threshold as recommended by the Finance Director or requested by a department to be controlled to satisfy an internal or external requirement.
    - Any asset required to be controlled and separately reported pursuant to grant conditions or other externally imposed reporting requirement.

Capital Expenditures utilizing <u>Federal Funds</u>: must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Federal capital expenditures are allowable as direct costs, provided items with a unit cost of **$5,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313 and CFR §200.313.
2. Notify A/P through e-mail or notation on invoice when purchasing equipment with Federal Funds costing $10,000 or more. A/P will provide an inventory tag to track the item as noted below. ($5K through 9/30/24).
3. Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

3.3 INFORMAL BID AND PROPOSAL PROCESS

The following processes are to be followed by the ***Department Head or his/her Designee*.**

1. Obtain **<u>at least</u> three** written quotes or proposals from vendors, individuals, companies, consultants, and/or business entities, documenting **in writing** each quote received (optional to use Request for Quotes Form (Exhibit C) or provide copies of written proposals/quotes received.
2. Informal solicitations should include detailed information of the goods or services required with clear specifications to allow objective competition. Specifications should include all requirements (quantity, dimensions, timeline, compatibility, delivery, discounts, warranties, tax, shipping, etc.).

3. Provide suppliers a date and time in which to respond to your request for quote. Allow minimum **4 business days** for response to email or phone requests, and minimum **10 days for Planet Bids** response.
4. Solicitations can be in via email, telephone, or Planet Bids. When soliciting by phone, provide adequate and similar information to all suppliers, follow up with written documentation, ensuring that all responses are in written form. Verbal quotes are not sufficient.
5. *Optional* - to reach a broad spectrum of qualified vendors, Planet Bids may be used to circulate a Request For Proposal (RFP), Request For Qualification (RFQ), or Invitation to Bid (BID). Allow a minimum response time of 10 days. Quotes and Proposals shall be evaluated by Department Head or designee based on requirements of the solicitation.
6. For price quotes Department selects lowest responsible quote (i.e., Department selects quote which is responsive to the needs of the department and is the lowest in price).
7. For proposals or Professional Services, the department selects the vendor whose qualifications meet the highest evaluation ranking as the most responsible bidder.
8. Provide in writing, the rationale for choosing the selected vendor. (Can use Request for Quotes/Proposal form)
9. **Tie Bid**- If two or more quotes are for the same total amount or unit price and all requirements being equal, Department Head may choose to award to the proposer meeting the needs of the department (up to $29,999). Tie-Bid Quotes $30,000 and over may be chosen by the City Manager.
10. If at least **two responsible vendors** respond, the evaluation may proceed according to this policy. Document the effort to procure 3 quotes and the fact that two was received.
11. If the result is only **one response**, and the sole response meets all specifications and requirements, the purchase may be awarded subject to the threshold and Signing Authority of this policy. Document the effort to procure 3 quotes, and the fact that one was received.
12. **No Response:** When competition results in no quotes, or no quotes meeting the requirements; the department can re-bid, modifying any possible restrictive requirements, or if in the opinion of the DH, a second solicitation would not result in a different outcome; the DH may reach out to vendors using the same specifications and proceed with Sole Source documentation in accordance with this policy.
13. **$10,000 - $29,999**: Professional Service Agreement (PSA), Purchase Order (PO), or direct invoice may be used, signed by Dept. Head.
14. **$30,000 - $59,999**: Purchase Agreement (PA), PSA, or PO must be used; reviewed by Finance and City Attorney, signed by City Manager
    - Department Head or designee (DH) prepares the contract **using the appropriate template** (see Exhibits F through I); negotiates and agrees upon terms, scope, and cost with chosen vendor/supplier and;
    - Electronically submits document along with Contract Routing Form (Exhibit D) to the City Clerk's Department with the email address of the authorized

Vendor/Supplier signatory. The City Clerk's Department will then route the contract in **Adobe sign** in the following manner:

- Department Head for approval, Finance Director for budget review, City Attorney's Office for review and/or approval, City Manager for approval and back to City Clerk to attest (where applicable) for records retention, and onto the Vendor/Supplier for their signature (do not obtain any signatures in advance of the Contract being routed). City Clerk sends executed copy back to the Department and mails/emails copy to the vendor.

15. Department sends the following documents to Accounts Payable for payment:
    - Signed invoice and/or PO, Request for Payment with Contract/Agreement
    - Business License #
    - Three Original Quotes
    - Approved Sole source Request Form (if used)
    - Proof of Insurance (when required)
    - Gov't. cooperative contract information (if used)

3.4 PURCHASE ORDERS

Purchase Orders **must** be used when requesting an **on-site service** of any kind on City property. This protects the City while outside vendors are doing business on/in City-owned property. Purchase Orders can be used when:

1. A vendor does not accept Cal-Cards for discretionary purchases
2. A vendor will not invoice the city without a PO
3. For any type of purchase up to $59,999
4. Clearly note the PO# on the approved invoice and send to Accounts Payable
5. Refer to Exhibit L for instructions in creating a PO

3.5 PURCHASE AGREEMENT

Purchase Agreements (PA) can be used as written contracts when purchasing goods, materials, equipment, and/or products. This type of agreement can NOT be used when procuring consultants for professional services or on-site service on City property. Purchase Agreements can be used when:

1. Purchases over $30,000 or when a written contract is necessary for such goods, materials, products, etc.
2. A vendor requires a written contract other than a PO
3. Submit copy of agreement with approved invoice to Accounts Payable for payment
4. Refer to Exhibit I for template (this template is mandatory when issuing a PA)

3.6 PROFESSIONAL SERVICES AGREEMENT

A Professional Service Agreement (PSA) is a legal contract which is drafted to provide service on a professional level to the City. These services are typically unique in nature, highly technical or require specific qualifications. PSA's can be used when:

1. A professional consultant is necessary to perform a specific set of tasks
2. Should generally be in effect for a specific period, noted in the agreement
3. Should include a "not to exceed" dollar limit
4. Submit a copy of PSA with first approved invoice to Accounts Payable for payment
5. Refer to Exhibit G for template (this template is mandatory when issuing a PSA)

3.7 CONSULTANT INVOICES

Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with Government officials, or other forms of representation. As such, their invoices should reflect the services performed. Consultant invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 10% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimis rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

4. FORMAL SOLICITATIONS: $60,000.00 and ABOVE

Purchases and services over $60,000 are subject to formal competitive bidding. Total cost should include tax, shipping, and handling, as well as total lease or contract cost over the life of the contract or lease. The process for obtaining goods and services over this dollar limit is set forth below.

4.1 SIGNING AUTHORITY

All purchases of goods and services **over $60,000** must have **City Council approval** and must be signed by the Mayor or have Mayor's authorization for City Manager as designee for signature.

4.2 FORMAL BIDDING PROCESS

The following processes are to be followed by the Department Head (DH) or his/her Designee. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. **Public Projects** (i.e., CIP, Public Works) follow Public Contracts and Uniform Public Construction Cost Account Act (CUPCCA) per City Code SLTCC § 3.45, Article II.
2. Verify funding availability. Identify available funding in your current department budget. If there is no funding identified, prepare to request budget transfer or appropriate new funding source through City Council action. (see section 1.9)
3. Depending on the type of service and/or good sought, DH prepares and circulates a Request for Proposals (RFP), or Invitation to Bid (BID) utilizing **Planetbid.com** or circulated via similar means.
4. **Request for Proposals (RFP):** used for soliciting professional services, consultants, lease contracts, complex non-public projects.
    - RFPs are subject to three proposals but are **not** subject to competitive sealed bidding procedures
    - Must use mandatory RFP template (Exhibit F)
    - DH selects Proposal Evaluation Committee and drafts Evaluation Scorecard. Committee reviews Proposals and scores per criteria detailed in RFP.
5. **Request for Qualification (RFQ):** used as the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process.
    - Used when there is potential for significant interest in a contract opportunity. This can make the process more efficient as the field can be narrowed down prior to the RFP process.
    - Can be used to create a pre-qualified list for a future opportunity
    - Can be used as the sole selection process for straightforward projects/services that require a specialized skill set or where the task is very specific and contract negotiations can proceed with the most qualified vendor.
6. **Invitations to Bid (BID):** used when the City is seeking a specific good, material, equipment, tangible object.
    - BIDs are subject to competitive sealed bidding procedures
    - Must use mandatory BID template (Exhibit H)

- DH selects BID Evaluation Committee and drafts BID Evaluation Scorecard per details outlined in the BID.
- DH opens bids at the date, time, and location specified in the invitation. The public may attend. Bids shall be open for public inspection at the office of the DH during regular business hours for a period of 30 days after the bid opening.
- Clarifications or changes to a BID must be transmitted to all participating bidders by an "Addendum". A solicitation may be modified prior to BID response due date.

4.3 LOCAL BUSINESS PREFERENCE

The City shall apply a five percent (5%) discount to all Local Businesses which submit bids for materials, supplies, equipment, and services for non-public projects. The City shall evaluate the Local Businesses' bids as though the bid had been submitted at a cost of 5% lower than the cost submitted (SLTCC § 3.45.020(F)). Local Business shall mean a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. (SLTCC § 3.45.095)

4.4 BIDDER'S SECURITY

When deemed necessary, bidder's security may be prescribed in invitations to bid, RFPs, and RFQs. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within ten days after receipt of contract (SLTCC § 3.45.020).

4.5 BID AND RFP/RFQ EVALUATIONS

BID or RFP Evaluation committee means the body appointed by the DH to review and evaluate proposals submitted in response to the Request for Proposal or Invitation to Bid. The functions of the Committee are as follows:

1. Determine and apply evaluation criteria per Evaluation Forms and Scoresheet
2. Evaluate proposals individually and/or discuss as a committee
3. Rank based on highest score to lowest and/or develop a shortlist
4. Interview/ obtain clarifications
5. Recommend Award

Evaluation Committee shall be comprised of at least three (3) individuals, including:

- At least one employee from the same department as the Department Head
- An employee with knowledge of the subject matter of the service or good, or end user of the service or good
- An **employee of the Finance Department**

- May also include outside individuals who bring expertise to the process

- *Evaluation Committee* should meet prior to evaluation to review RFP or BID criteria to ensure knowledge of the proposal and to vet questions, concerns, or issues. All members of the committee should have clear understanding of the requirements and the Evaluation Forms prior to review of RFP/BID.

Evaluation Form- Bids and Proposals shall be evaluated based on an Evaluation Form which sets forth the total possible points for each category reviewed (see mandatory template Exhibit E)

- Evaluators shall each complete their evaluation forms in confidence, however evaluators can discuss requirements of the RFP or BID in relation to the Evaluation Forms.
- Evaluators shall give a point score and Comments for each evaluation category.
- Evaluators may ask questions or request clarification from the Department but should not disclose scores until all reviews are complete and total points tallied.
- The Committee may meet to discuss criteria and results.
- The Committee may request vendor interviews, depending on the outcome or type of solicitation.
- The Evaluation Committee provides the Evaluation Forms and Scoresheet to the Department Head for final determination.

Rejection, Tie Bids, and Rejection of All Bids: A bid or proposal may be rejected by the Evaluation Committee where it is found that the bid or proposal is "non-responsive." Where Evaluation Committee chooses to reject one or all bids, Committee shall confer with the City Attorney on the rejection.

1. Any of the following conditions may render a Bid "**non-responsive**"
    - The bid or proposal does not strictly conform to the required specifications as set forth in the RFP or Invitation to Bid (the City may waive immaterial, minor irregularities in bids).
    - The bidder or proposer has demonstrated that they are unable to satisfactorily meet the responsibilities required of the contract.
    - The bidder's or proposer's products or services have been demonstrated, through documented past performance in the industry or through prior use by the City, to be incapable of satisfactorily meeting the accepted demands required of the product or service.

2. **Tie Bid**- If two or more bids are for the same total amount or unit price and if the responsibility and final score (from the Evaluation Scorecards) are equal, the Department Head or City Council may award to whichever bidder or proposer it so chooses.

Less Than Three BID Responses: Solicitations advertised on the city's Planet Bids portal is considered "competitive solicitation", therefore:

1. If at least **two responsible bidders** respond, the evaluation may proceed as noted in Evaluation section above.
2. If the result is only **one bid response**, and the sole bid is responsive (meets all specifications and requirements), the contract may be awarded subject to the award threshold and Signing Authority of this policy. Documentation of the effort and result of the BID should be noted with the procurement documents.

No Responsive BIDS Received from Responsible Bidders: When competition results in no responsive bids from responsible bidders, the DH has two options:

1. The Solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. Shorter response time can be used if a timeline is a concern.
2. If, in the opinion of the DH, a second solicitation would not result in a different outcome, the DH may cancel the solicitation and proceed with Sole Source documentation, subject to approval by City Council. DH may reach out to bidders using the same specifications as original solicitation. The chosen bidder must be deemed responsible and compliant/responsive to the original specifications.

Waiver of irregularities and rejection of bids: At its discretion, the city may waive any irregularity in any bid received and award the contract, may reject all bids presented and may readvertise the project, or the city may abandon the project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-24)

4.6 CITY COUNCIL STAFF RECOMMENDATIONS

Staff Recommendations for Formal bids and proposals shall be drafted and presented by the Department Head or his/her designee to City Council. Prior to writing the staff report the DH should:

1. Contact losing bidders and informs them that City has selected another bidder (see template Exhibit F)
2. Contacts winning bidder and negotiates terms of contract along with assistance of City Attorney. (see template Exhibit G)
3. Ensures the winning bidder has obtained a City Business License and has the requisite insurance. The License must be obtained *before* any work commences.
4. Places staff recommendation for award of contract on next available City Council Agenda.

Staff Report and/or Resolution must include the following elements:

1. A description and background of the project/product for which the RFP or Invitation to Bid was circulated.
2. A brief summary of how the bids were circulated and brief description of the bids or proposals received.
3. If using a Cooperative Agreement- provide the name of the Gov't. Contract, contract number, **and attach a copy of the contract.**
4. A description of the reasons the winning bidder/proposer was selected.
5. The Financial Implication section should include the complete account number and appropriate budget to fund the product, service, or project.
6. The recommended bidder or proposer's original submission shall be attached.
7. The Professional Service Agreement or Purchase Agreement with negotiated terms approved by the City Attorney should be attached.

4.7 BID PROTESTS

A non-selected bidder may protest the award of an Invitation to Bid. A non-selected proposer **may not** protest the award of a Request For Proposal or Request for Qualifications.

Bid Protest Procedures: Per SLTCC § 3.45.020(E), a written Bid Protest must be received by the City Clerk no later than seven (7) calendar days after the City's selection of the winning bidder or no later than ten calendar days from the date that the City issues notice of designation of a bidder as non-responsible.

Contents of Bid Protest: The Bid Protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

Bid Protests Presented to Council: Where award of the contract is to be made by the City Council, the City Clerk shall place a discussion of the Bid Protest on the next regularly scheduled Council Meeting Agenda and the City Council shall determine whether, based on the Protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next responsible bidder. Staff Recommendations addressing a Bid Protest shall contain the following elements:

1. A description of the project for which the Invitation to Bid was circulated.
2. A brief summary of the bids received.
3. A description of the reasons the winning bidder was selected.
4. A description of the reasons the bid is being protested.
5. The winning bidder's original bid shall be attached.
6. The protesting bidder's original bid shall be attached.
7. All Bid Evaluation Scorecards shall be attached.
8. The Bid Protest shall be attached.

4.8 MAINTAINING DOCUMENTATION

Procurement must be clearly documented throughout each step of the process and documents maintained and filed for audit purposes. The City's annual audit process includes conducting procurement reviews to determine procedures are correctly implemented.

The following documentation should be maintained by the **Department** for a period of **3** years from the date of submission of the final expenditure per Resolution No. 2018-102 City Records Management and Retention Policy and Code of Federal Regulations CFR Chapter II 200 §200.33:

1. All communication documentation with vendors, purveyors, suppliers, etc.
2. Documents related to preparation of the procurement documents, dialogue, or negotiation
3. Original RFP or Invitation to Bid
4. All Bids/Proposals received
5. All Evaluation Scorecards, notes, documentation
6. Copies of Staff Recommendation, staff report, resolution
7. Copies of Contract/Agreement
8. Proof of Insurance (if applicable)
9. Labor Compliance Documentation (if applicable)
10. Sole Source forms (if applicable)
11. Cooperative Govt. Contract documents (if applicable)

The following documentation should be sent to the **Finance Department** (Accounts Payable) **along with the first payable invoice**:

1. Signed invoice and/or Request for Payment, or PO
2. Quotation Form noting bid process and outcome or;
3. Copies of 3 bids, proposals, or quotes
4. Budgeted/approved account number
5. Copy of Executed Contract/ Agreement
6. Copy of approved Council Resolution (if applicable)
7. Sole Source Justification Form (if applicable)
8. Cooperative Gov't Contract (if applicable)

EXHIBIT A

PAYMENT REQUEST FORM

CITY OF SOUTH LAKE TAHOE

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____

Comments/Notes: _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

EXHIBIT B

SOLE SOURCE JUSTIFICATION REQUEST FORM

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: _____

ADDRESS: _____PHONE NO._____

ITEM TO BE PURCHASED: _____ COST: $_____

1. Check reasons for sole source request:
_____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

_____ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

_____ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____
Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: _____
_____

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. _____

5. Can your requirements be modified to allow competitive products or services be used?
Explain:_____

REQUESTOR NAME/ DEPARTMENT: _____

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

FINANACE DEPT. _____ DATE: _____

CITY ATTORNEY SIGNATURE: _____ DATE:_____

CITY MANAGER SIGNATURE: _____ DATE: _____
* Requests over $60,000 requires City Council's approval

.

EXHIBIT C

REQUEST FOR QUOTES AND PROPOSALS FORM

REQUEST FOR QUOTES/PROPOSALS

(To be Completed by Designated Purchaser for each Vendor Solicitated & Quote/Proposal Received)

☐ Employee Name (name of person receiving quote): _____

☐ Date of Solicitation Requested: _____

☐ Description of Solicitation: Describe goods or services with clear specifications, including quantity, model number, color, size, delivery date requirements, shipping, timeline, or any other charges/requirements): _____

_____

_____

_____

☐ Name of Vendor providing quote/proposal: _____

☐ Date of Quote/Proposal Received: _____

☐ Contact Information (name, phone#, email of person supplying quote/proposal):

_____

☐ Quote Amount: $_____Delivery Date: _____

☐ Proposal Details/Timeline:_____

_____

_____

☐ Eligible for Local Bidder Preference? (Y/N): if yes, provide 5% discount to cost: _____

☐ Warranty Information: _____

☐ Additional Information to Consider: _____

☐ **Vendor Ranking:** _____ (for Quotes- lowest responsible bid would be #1, for Proposals, #1 would be the Vendor whose qualifications/service would best meet the needs of the city)

☐ **Chosen Vendor** (Describe why this Vendor was chosen, and the procedure used to obtain quotes):

_____

EXHIBIT D

Contract/Agreement Routing Form Template

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME:
- DEPARTMENT:
- PHONE:
- DATE OF SUBMITTAL:

CONTRACT/ AGREEMENT INFO.

- NAME:
- CONTRACTOR/CONSULTANT:
- START: END: OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $

BUDGET INFORMATION

ACCOUNT NO.:
BUDGET AVAILABLE:
FUNDING VERIFIED:
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

Type of Contract

Professional Services Agreement ☐ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐
Three Bids/Quotes: Yes_____ No_____ If no, explain.

Brief Description:

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes ☐ No ☐ If **yes**, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☐ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head	_____	_____
Public Works Director *(where applicable)*	_____	_____
Dev. Services Director *(where applicable)*	_____	_____
Finance Director	_____	_____
City Attorney	_____	_____
City Manager	_____	_____
City Clerk	_____	_____

City Council Meeting Date ***(over $60K or where applicable)***: _____

EXHIBIT E

PROPOSAL EVALUATION FORMS/ SCORESHEET TEMPLATE

EVALUATION FORMS

CITY OF SOUTH LAKE TAHOE REQUEST FOR PROPOSALS

INSERT RFP/BID TITLE AND NUMBER HERE

Evaluators must give a numeric score for each of the five categories described below. The numeric score may be as low as zero and may not be greater than the maximum score set forth in the point range for each category. Evaluators should explain the reasoning for their allocation of points in the "Comments" section of each category. Attach additional sheets if necessary. Use one form for each Vendor/Proposer and each Evaluator.

Vendor / Proposer: _____

Evaluator Name: _____

I. RESPONSIVENESS OF PROPOSAL/ BID (P/F)

The Pass or Fail shall be based upon the vendor's compliance with the requirements for proposals/bids as set forth in the RFP/ Invitation to Bid, including quality, clarity, and conformance with instructions therein, and shall take into consideration the quality of the Cover Letter and Introduction.

Pass/Fail_____

Comments_____

_____

_____

II. COVER LETTER (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- **Identification of Firm, including name, address, and telephone number**
- **Name, title, address, and telephone number of contact person during period of proposal evaluation**

- **A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal**
- **Signed by person authorized to bind the Firm to the terms of the proposal.**

Total Points_____
Comments_____

_____

_____

III. EXECUTIVE SUMMARY (0 – 10 points)

Scoring shall be based upon the vendor's ability to describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convince the City that the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

Total Points_____

Comments_____

_____

IV. COMPANY HISTORY, BACKGROUND AND EXPERIENCE (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the services requested for the City of South Lake Tahoe in conformity with the requirements of the RFP.

Total Points_____

Comments_____

_____

V. SCOPE OF WORK/IMPLEMENTATION (0 – 35 points)

Describe the Company's general approach to managing the services provided including an explanation of the collection methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory

provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description of implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

Total Points_____

Comments_____

_____

VI. PROJECT BUDGET (0 – 25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

Total Points _____

Comments_____

VII. RECENT PROJECTS/REFERENCES (0 – 5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

Total Points _____

Comments_____

TOTAL COMBINED POINTS: _____
(Add total points from Sections I, II, III, IV, and V)

RANKING (from scoresheet): _____

EVALUATION SCORE SHEET

EVALUATION SCORE SHEET

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	TOTAL SCORE	RANKING	COMMENTS
Example- ABC Company	58	61	49		168	1	
Example- XYZ Industries	60	58	45		163	3	
Example- 123 Incorporated	57	59	48		164	2	
					0		
					0		
					0		
					0		
					0		
					0		
					0		

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

.

EXHIBIT F

STANDARD RFP/RFQ TEMPLATE

REQUEST FOR PROPOSALS/QUALIFICATIONS

TITLE

PICTURE

RFP/RFQ # date of award yyyy-mm-dd

SUMMARY

The City of South Lake Tahoe is requesting proposals(or statement of qualifications (SOQ) for an RFQ) from…brief summary of who/what we are looking for

Proposals are due on or before **MM/DD/YYYY** **no later than 12:00 p.m.** (Pacific Standard Time) at City offices (City address xxx, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by Planet Bids on-line portal. Fax and Electronic-mailed (e-mail) submission will/will not be accepted. (Choose preferred method)

City of South Lake Tahoe
Attn:
RFP Title
City address
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "qualified or best value". Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	
Mandatory Pre-Proposal Meeting	**Write N/A or Delete Row**
Deadline for Question Submittal via Planet Bids	
RFP submittals DUE	
Selection Committee Review Period/Interviews	
Award Date	

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** register through the Vendor Portal in PlanetBids to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City's Vendor Database to be notified of such addenda.

To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record

Proposals must be submitted through the Planetbid portal. Proposals shall/shall not be e-mailed or faxed to the City (determined by Dept.) **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the Proposer to pick up following a review and selection of the firm(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand-written proposals will be accepted). There are no requirements on font size, type, or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this RFP is due on or before **MM/DD/YYY** **no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals to:

City of South Lake Tahoe
Attn:
RFP Title
City Address
South Lake Tahoe, CA 96150

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page XX of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the Mayor, or the City Manager, after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Bidder's Security

a) When deemed necessary, bidder's security may be required. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

Background

Background information that would be relevant to what service is being requested

Objective

What is the City's primary objective? What are we trying to accomplish through this RFP?

SCOPE OF SERVICE

Scope of Work to be Performed

- List all technical and general specifications of service, etc.….
- Be specific with all details and descriptions.
- Request proposal to be all inclusive of all fees, incl taxes, delivery charges etc...
- Request implementation schedule, timeline, delivery date etc.…

PROPOSAL CONTENT REQUIREMENTS

Proposal Requirements - All proposals must include the following information and shall be organized as described below. **Criteria titles and points should be edited or deleted as needed for each RFP –**

A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- Identification of Firm, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

E. Project Budget (0-25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including

all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

F. Description of Recent Projects/References (0-5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. Evaluation Criteria

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any. **This information should match the proposal content requirements on page XX**

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	25
F. Description of Recent Projects/References	5

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

EXHIBIT G

STANDARD PROFESSIONAL SERVICES AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____ day of _____ 202**X** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for _____ years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700.3(a).

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out their duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers'

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less

than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

v. Cyber Liability Coverage. Consultant shall maintain cyber liability insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

23. Drug-Free Workplace Certification. This certification is only required for Consultants receiving payment from Grant Funding. By signing this Agreement,

Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation, and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: CONSULTANT:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$_____**
Hourly Rate:	**$_____/hour**
Travel and out-of-pocket expenses	**$_____**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$_____**

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____ Date_____

EXHIBIT H

STANDARD INVITATION TO BID TEMPLATE

INVITATION TO BID

TITLE

Picture

BID# date of award yyyy-mm-dd Title

**note: Formal Bids must be posted for minimum of 30 days*

SUMMARY

The City of South Lake Tahoe is requesting formal competitive bids from qualified professional vendors/firms for (short sentence describing what you are looking for).

Electronic Bids are due on or before **MM/DD/YYYY** **no later than 12:00 p.m.** (Pacific Standard Time) Electronic Bids must be uploaded by said time and date. Bids received after the deadline will not be accepted. Bids must be submitted by Planet Bids. Fax and Electronic mailed (e-mail) submission will not be accepted.

Bidders will be notified by the City of any addenda that may be issued to this Formal Invitation to Bid (BID). Bidders must register in the City's Vendor Database to be notified of such addenda (see page 3 for instructions on how to register).

Read this BID document carefully as the award will be given to the "lowest qualified responsible bidder" responding to this BID. The City reserves the right to reject any or all bids. Bids will be publicly opened and read aloud at the "department address" office immediately after the closing of the bid.

In the opinion of the City of South Lake Tahoe, this BID is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the BID is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this BID.

TIMELINE OF CRITICAL DATES

Release of Formal Competitive Bid	**xx-xx-xxxx**
Mandatory Pre-Bid Meeting	***optional**
Deadline for questions Submitted via Planted Bids	**xx-xx-xxxx**
Questions & Answers Uploaded	**xx-xx-xxxx**
Formal Bid Due	**xx-xx-xxxx**
City Council Award	**xx-xx-xxxx**

SUBMITTAL PROCEDURES

1. Register with the City

All Bidders **must** register **through the Vendor Portal in the Planet Bids website** to be entered in the City of South Lake Tahoe Vendor Database, **which is required to submit a bid**. Go to this website address: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Bidder. Following submission, Bidders will receive a confirmation message within 24 hours from Planet Bids. Bidders are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record

Bids not received by the date and time specified in this BID, will be rejected. Documents submitted in response to this BID will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the bidder to pick up following a review and selection of the bid.

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no handwritten proposals will be accepted). There are no requirements on font size, type, or style requirements.

4. Submittal Deadline

Response to this BID is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) through Planet Bids on-line portal. Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted.

5. Purchase Agreement/ Contract

Upon approval of the Award by City Council; a written Purchase Agreement or Contract will be issued by the City Attorney's Office. The Agreement is in force through the time period specified in the Scope of Work in the bid. The selected Bidder will be required to sign the City's Purchase Agreement or Contract. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this agreement however it sees fit. No changes may be made in the agreement without written authorization by the City of South Lake Tahoe. Quantities specified in the purchase agreement are not to be exceeded without written authorization from the City of South Lake Tahoe.

7. Reservations

a) The City reserves the right to reject any and all bids, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Invitation to Bid, in whole or in part, or decide to award a contract on the basis of individual items, or groups of items, or on the entire list of items; to reject any or all bids or any part thereof; and to waive any informalities and/or negotiate minor deviations to the bid, with the successful bidder. The City's decision shall be final, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Bidder and to negotiate the final scope of services with the selected vendor. The City is not liable for any costs incurred by Bidders prior to issuance of an agreement, contract, or purchase order. Costs of developing the bid, oral presentations or any other such expenses incurred by the vendor in responding to the BID are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful bidder. Further, it is understood that respondents must independently evaluate the information in this BID and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written bids it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a bid contains false or misleading statements or references, it may be rejected without notice to Bidder.

f) The City reserves the right to obtain written clarification of any point in a vendor bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the bid.

g) The City reserves the right, without qualification, to select a Bidder for further discussions based solely on the content of the BID and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this BID will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Bid Protests

a) A non-selected bidder may protest award of contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible.

b) The bid protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

c) Where award of the contract is to be made by the city council, the city clerk shall place a discussion of the bid protest on the next regularly scheduled council meeting agenda and the city council shall determine whether, based on the protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next lowest responsible bidder.

9. Local Business Preference

a) The city shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment, and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the city of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidders' security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what product is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this BID?

SCOPE OF WORK

11. Scope of Work to be Performed:

- List all technical and general specifications of item(s), product, service, etc….
- Be specific with all details and descriptions.
- Request bid to include all fees, tax (8%), delivery charges
- Request implementation schedule, timeline, delivery date

BID CONTENT REQUIREMENTS

12. <u>Bid Requirements</u> - All bids must include the following information and shall be organized as described below.

A. Cover Letter

The cover letter shall be addressed to the Department, Department Head, Title, and at a minimum, must contain the following:

- Identification of Vendor, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of bid evaluation
- A statement to the effect that the bid shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the bidder the terms of the proposal.

B. Product Specification

In a brief narrative, describe the specifications to meet the requirements of the Invitation to Bid. The intent of this narrative is to convince the City that the Bidder understands the objective that the bid is intended to meet, the nature of the work and/or product, and the level of effort necessary to successfully provide the defined product or scope of work.

C. Company History, Background and Experience

Describe the Vendor's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes project team members (if applicable). Also include the Vendor's background and public sector experience in conducting description of work/item.

D. Scope of Work/Implementation

Describe the Vendor's general approach to managing the project or providing the goods, including specific plans to manage, control, and/or deliver the project to insure satisfactory provision of services. Provide a schedule designed to meet the requirements of the City. The City's target date for completion/delivery is xxxx weeks/days from the date the contract is signed; however, a timeline from the Vendor is required. Provide description of all costs, implementation, including estimated timeframes and deliverables.

E. Project Budget (0-25 points)

Provide a detailed description of the project budget/ product itemized according to Scope of Work. The Vendor shall present a specific "not to exceed" fixed fee /cost including associated taxes, fees, and charges and be based on achievement of deliverables. Provide itemized budget.

F. Description of Recent Projects/References (0-5 points)

Provide a description of projects/products of a similar nature including at least three (3) client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Bids will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the bid may be deemed non-responsive and returned to bidder. Further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this bid to award the contract to the lowest qualified responsible bidder. The City Council will make the final determination whether or not to award a contract/agreement.

ATTACHMENT 1

SAMPLE

STANDARD PURCHASE AGREEMENT

EXHIBIT I

STANDARD PURCHASE AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE
PURCHASE AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202x by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Vendor").

RECITALS

A. Vendor has been selected as the lowest qualified bidder to provide the goods/materials/products set forth in this Agreement.

B. Vendor and City desire to enter into this Agreement for the purchase of said goods/ materials/ products. .

AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.

2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before _____.

3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Vendor's compensation exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Vendor shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in compliance with the scope set forth in **Exhibit A.** Such confirmation shall not be unreasonably withheld.

The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Vendor are employees, agents, contractors, or subcontractors of Vendor and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Vendor under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third-party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

6. Interest of Vendor. Vendor, (and principals, associates, and professional employees of Vendor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all

applicable laws, ordinances, regulations, and codes of federal, state, and local governments.

9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, always keep in effect or obtain during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Vendor. Vendor shall always maintain a City of South Lake Tahoe business license during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

11. Indemnity. Vendor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Vendor's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

    City does not, and shall not, waive any rights against Vendor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Vendor, of any of the insurance policies hereinafter set forth.

12. Warranty. Vendor will provide warranty language.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such

notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Vendor:

Provide a copy to:

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

18. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid, nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Time is of the Essence. Time is of the essence for this Agreement.

23. Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: VENDOR:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Description of Goods/Materials/Products

EXHIBIT B

COMPENSATION

- **Provide total itemized costs**
- **Include all taxes, shipping, handling, fees, and discounts**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor:
Name, Title

By: _____ Date_____

EXHIBIT J

RFP REJECTION LETTER – TEMPLATE/EXAMPLE

USE DEPARTMENT- CITY LETTERHEAD

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Thank you for submitting a proposal in response to the subject Request for Proposals (RFP). An evaluation panel, using the weighted criteria outlined in the RFP, has completed its review, and scoring of all the proposals we received. The proposal submitted by _____ received the panel's highest score. We will be developing a contract for the requested services with that organization. Thank you again for your participation, and for your interest in doing business with the City of South Lake Tahoe.

This award is a final decision subject to the successful negotiation of a mutually acceptable contract. A nonselected bidder may protest the award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as nonresponsible. Please see City of South Lake Tahoe Code section 3.45.020 for the full bid protest procedure.

Very truly yours,

EXHIBIT K

RFP ACCEPTANCE LETTER TEMPLATE/EXAMPLE

*Use Department City Letterhead

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Congratulations. The evaluation panel, using the weighted criteria outlined in the subject Request for Proposals (RFP), has completed its review of the proposals received. We are pleased to announce that your proposal received the panel's highest score.

Enclosed with this letter is an electronic copy of the City's approved Professional Services Agreement. We respectfully ask you to review the terms and conditions. Any changes should be made with MS Word Track Changes so that our Attorney may review them. We also kindly ask that you provide us a scope of services attachment that includes all services requested in our RFP. When both parties arrive at mutually acceptable terms, we will place the master agreement on the City Council agenda for adoption.

Thank you for your interest in working with the City of South Lake Tahoe. If you have any questions or concerns, please do not hesitate to reach out to me at _____.

Very truly yours,

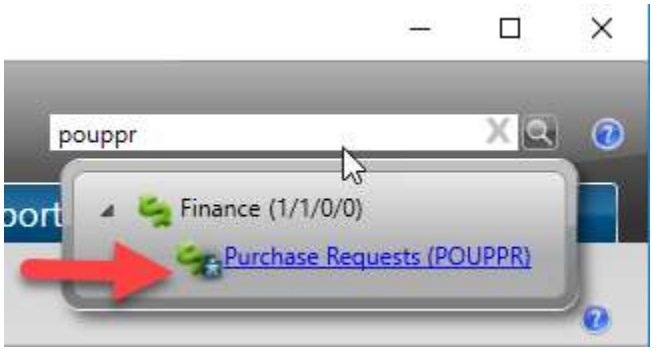
Attachment: Professional Services Agreement/ or Purchase Agreement

EXHIBIT L

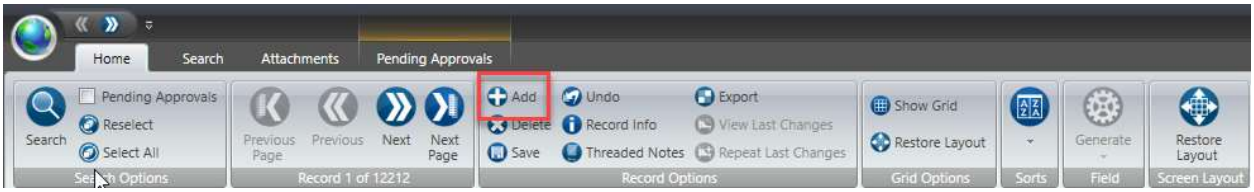
INSTRUCTIONS TO CREATE A STANDARD PURCHASE ORDER (PO)

Creating a Purchase Order

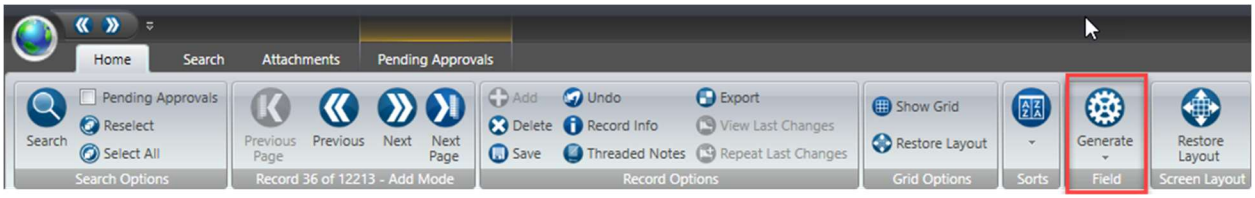
1. Login to OneSolution
2. Type POUPPR into the top right search tool and click on “Purchase Requests (POUPPR)



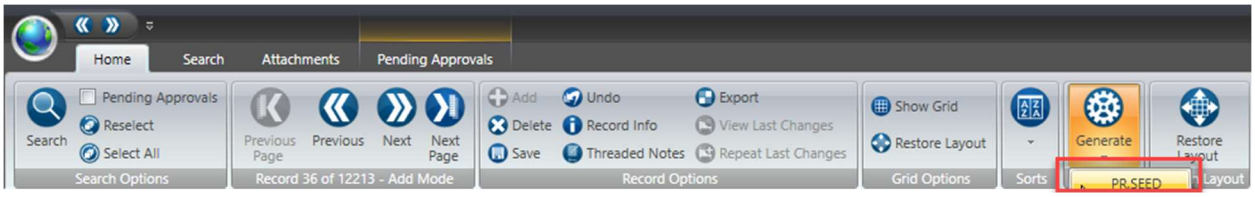
3. Click on “Add”



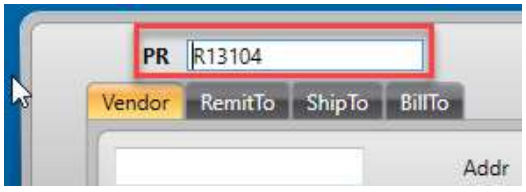
4. Click on Generate



5. Click on PR_SEED



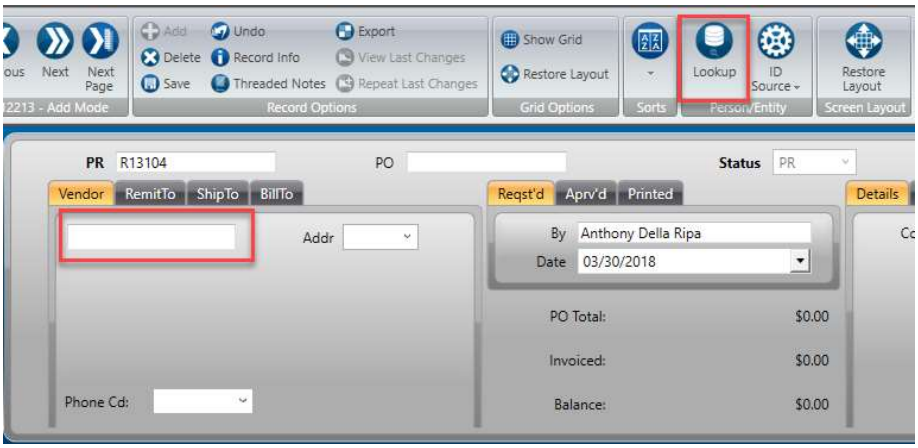
6. Write down the PR Number

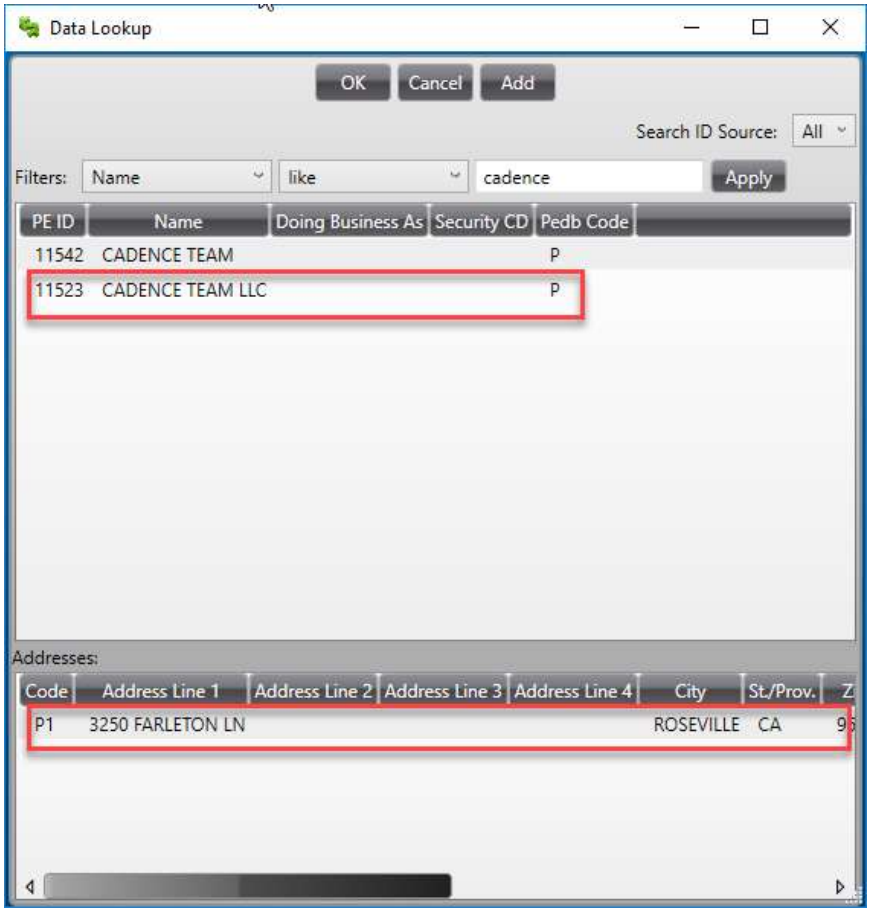


7. If you know the vendor ID then type it in the text box that is located in the Vendor tab. If you don’t know the ID then you can search for it by name. If the vendor is not in our system then you will have to request a W9 from the vendor and send it over to Ben so he setup the new

vendor in our system. If this new vendor is doing any work on one of our properties then a business license is needed. Have Finance contact this new vendor to setup a business license.

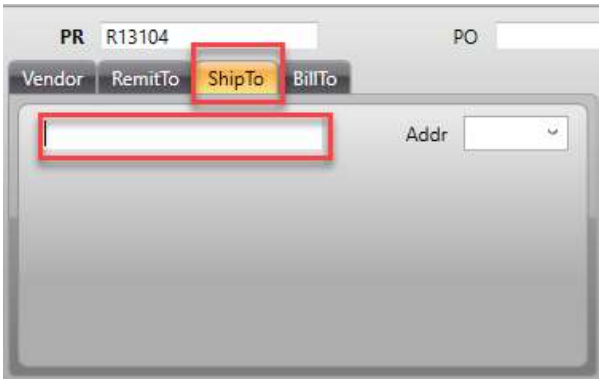
8. Type in the Vendor ID in the text box or look it up. Select the vendor and the correct address then click on OK at the top.

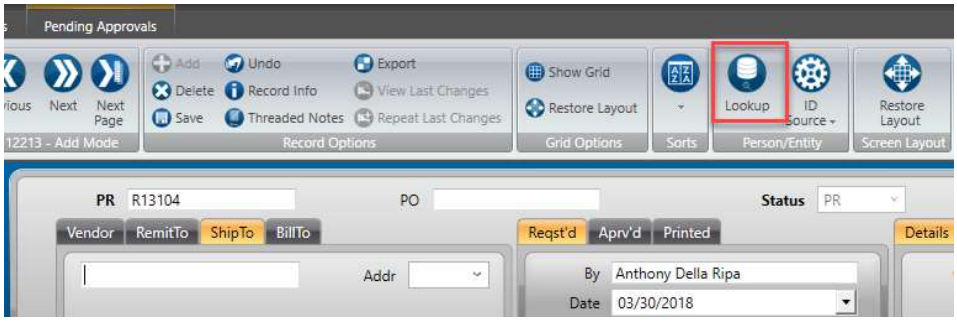


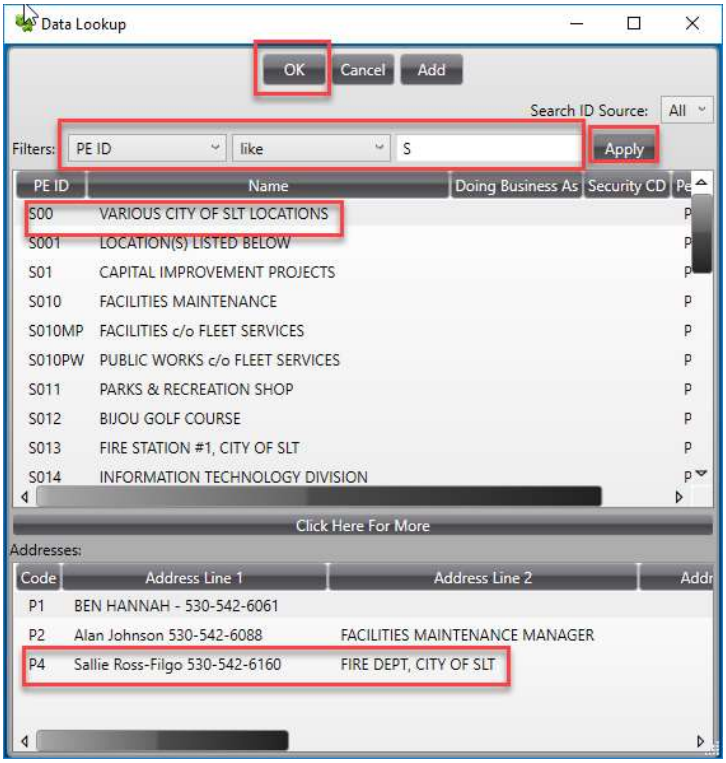


9. Click on the Ship to Tab. If you know the ship to ID then type it in the box or you can search for it. To search click on the Lookup button. All city building starts with a S. Filter by PE ID and type

in an “S” and click on “Apply”. Look for the city building that it needs to be shipped to and select the correct person at that address.





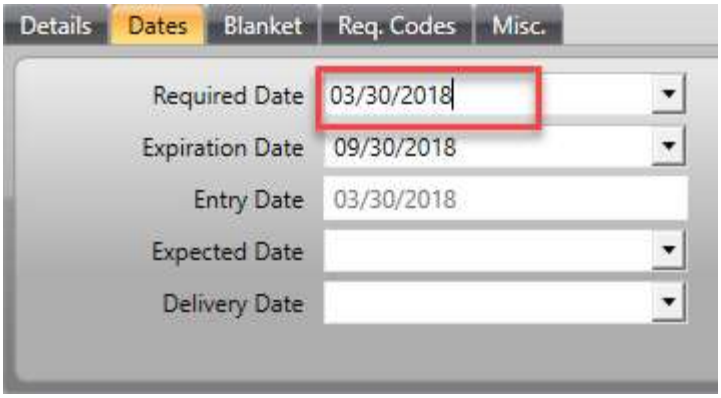


10. Under the “Details” tab type in the following
    a. Confirming Person – The person requesting this item/service

b. Cust / Order # - Quote or order number if available
c. Bid # - If available
d. Contract # - If available
e. End Use – The department or division requesting this PR
f. Buyer – Leave Blank



11. Go to the "Details" tab and type in the current date



12. Skip "Blanket" Tab
13. Click on "Req. Codes" Tab. Make sure the following codes are selected.



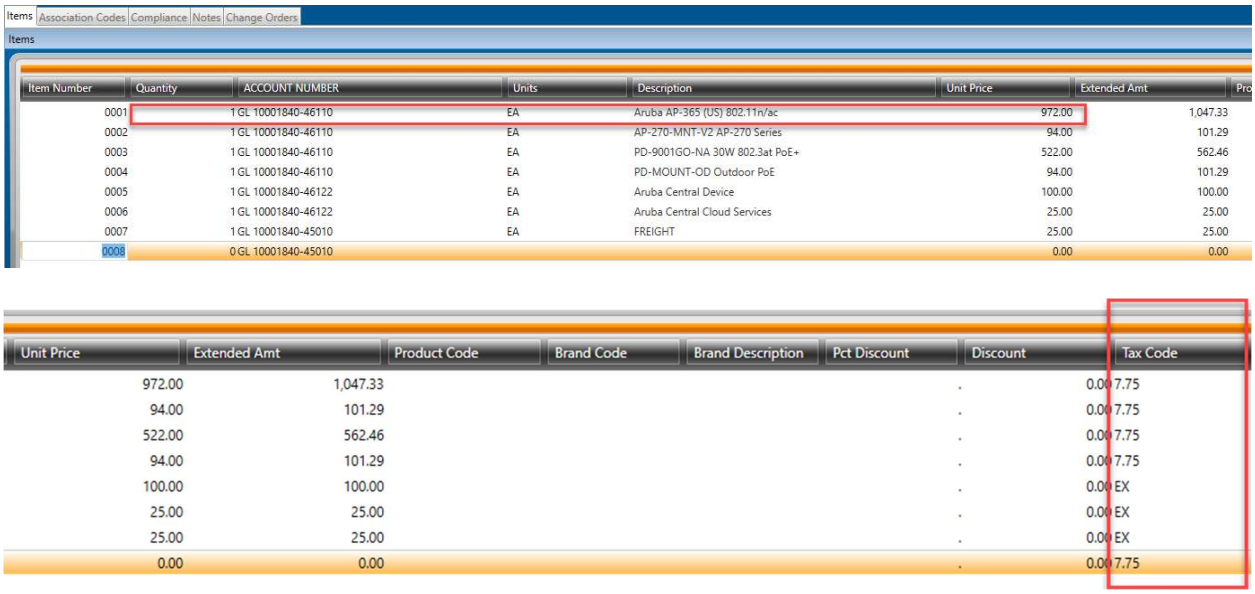
14. Skip "Misc." Tab

15. Click on the "Notes" Tab. In the dropdown there are three choices
    a. PR Notes – This is for internal notes only
    b. Print Before – This will place the note directly on the PO above the first line item.

i. Quote number
ii. Delivery instructions
iii. Etc…

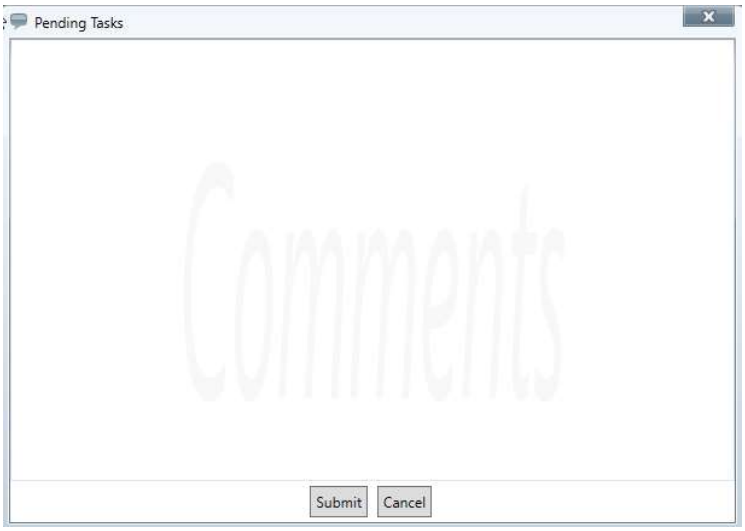
c. Print After – This will place the note directly after the last line item.
i. Quote number
ii. Delivery instructions
iii. Etc…

16. In the "Items" tab. Enter in the Quantity, Account Number, Units, Description, Unit Price. If Tax is NOT required, then scroll to the right and select EX under the "Tax Code" column. After entering the data in each filed press the "Enter" to save the item and two add a second item.

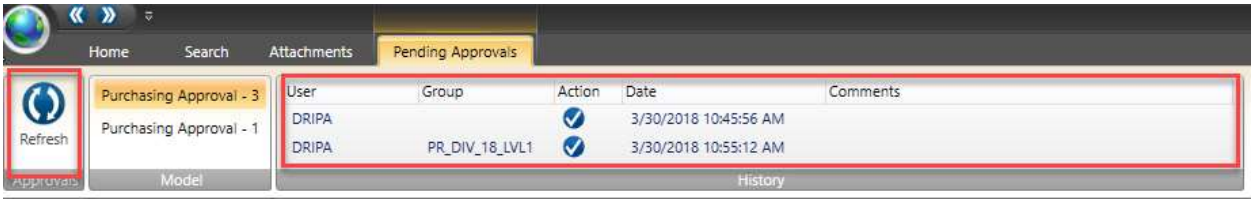


17. Once you are finished adding items. You will have to approve the PR out of your queue. At the top you should have "Pending Approvals" tab; If you don't, please see below to activate it. Click on that tab and select one of the four choices. When you select one a second window will popup so you can type additional notes for yourself or for the next approver in the queue.



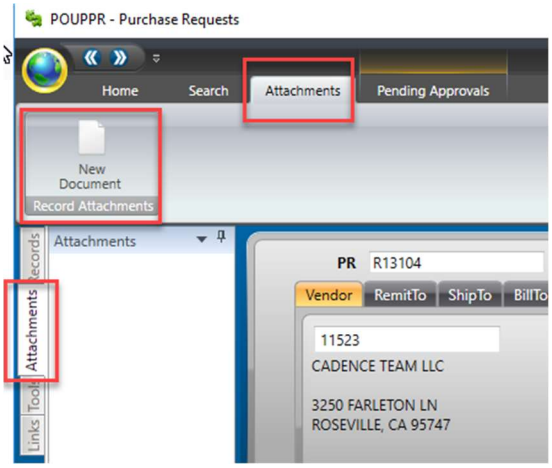


18. If there are multiple approvers you can click on refresh to see who next in line to approve the PR.

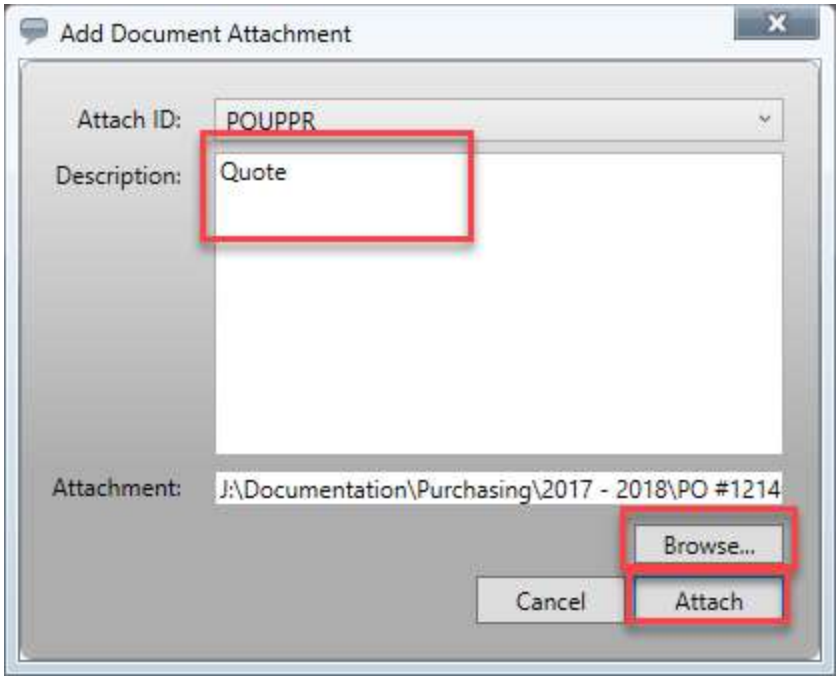


Adding Attachments to the PR

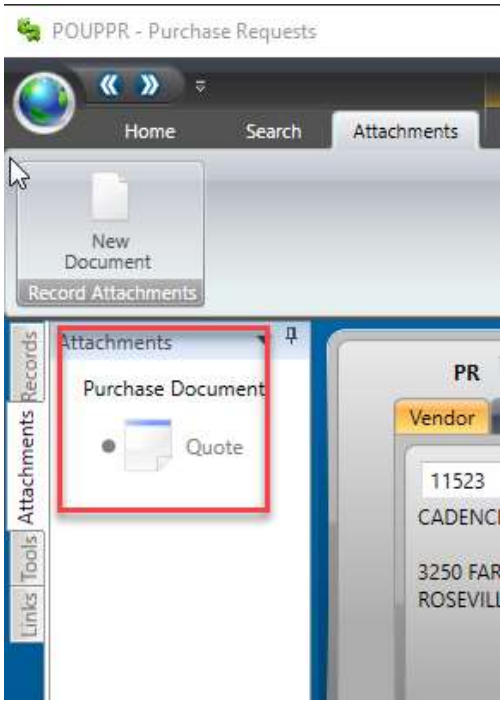
1. Click on the "Attachments" tab on the top will allow you add new documents. The "Attachment" tab on the left will show you the current documents attached to the PR.



2. Click on "New Document". A second window will popup. You will need to add a description and then browse to the location where your attachment is saved. Then click on "Attach."



3. You will see the document listed on the left side. If the wrong document was attached; just hover you mouse of the attached document and send IT the document ID and request that document to be removed.

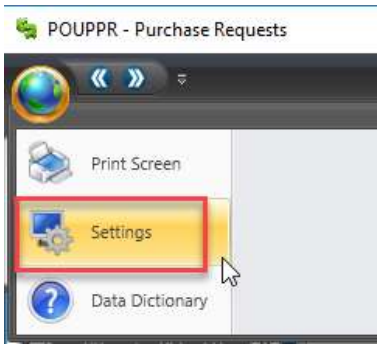


Activating the "Pending Approval" tab and "Attachments" Tab

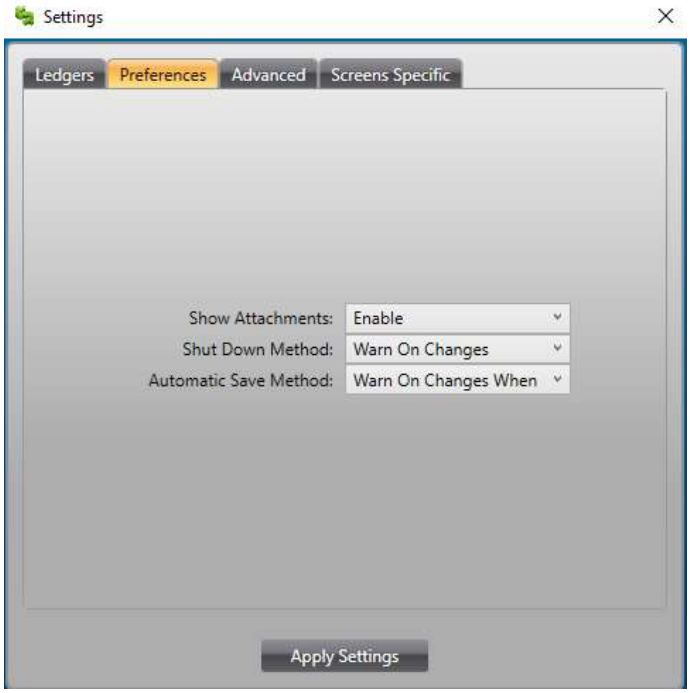
1. Click on the Globe



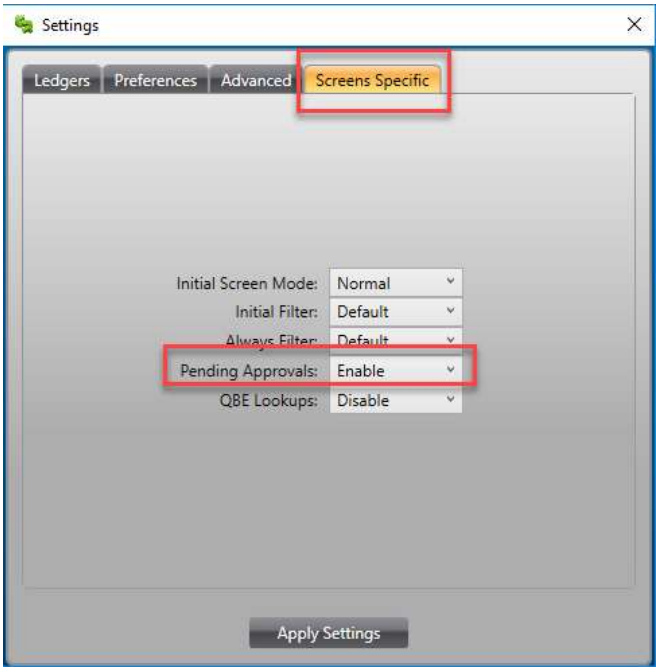
2. Click on “Settings”



3. Click on “Preferences” tab and select “Enable for “Show Attachments”. Then click on “Apply Settings”



4. Click on “Screens Specific” tab and select “Enable” for “Pending Approvals”



Purchase Order Rules

1. All quotes, sole source form, state contracts, etc…. and the approved PO must be attached to the PR.

CITY OF SOUTH LAKE TAHOE

FINANCIAL MANAGEMENT
GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of grant related revenue. Adherence to the following policies and procedures promote increased efficiencies, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which enable the City to be competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore, the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each grant funded project to ensure in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Principal Management Analyst, serving as Grants Manager is encouraged to facilitate the process. Necessary components in pursuit of a competitive grant application are:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.).
2. Project/program descriptions, goals and objectives.
3. Project timelines, estimated costs, project budgets.
4. Matching fund contribution and fiscal impacts.

2.2 DETERMING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements

2. Coordinate with key personnel for staff and departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** is required for **ALL** Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the **approval of the City Manager *prior*** to submitting the application and will bring the item before council to the next appropriate meeting for ratification.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the

grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to **City Council for approval and budget appropriation**. Staff report should include:

1. Details of the grant contract, project/program and all compliance required.
2. Acceptance of the grant award, as well as the details necessary to appropriate the grant funding into the City's Budget. **The appropriated budget must match the approved budget in the grant award.**
3. Anticipated revenues, along with balanced associated expenditures with account numbers must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues).
4. All pertinent documentation should be attached, including the grant award contract.

Provide a copy of the signed Council Resolution, and the executed Grant Contract to the Grant Manager to ensure the funds are appropriated into the ~~budget, and~~budget, and tracking procedures can begin.

3.3 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**.
4. **Do not proceed with any grant purchase, contract, loan, or grant expenditure until City Council has approved through resolution, the appropriation of grant funds into the current fiscal year budget.**

3.~~4~~3 EXECUTION OF AWARD

The Grant Contract is fully ~~executed~~executed, and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the "term of the agreement"
2. **Grant Contract has been approved through City Council**
3. City's Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City's Budget

Grant funding cannot be spent prior to approvals and a grant award notification is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of whether; the city is the main beneficiary of the funding; the city has applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe responsible parties for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires the assistance and support from all affected departments.

Financial Services Department

The ***Principal Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City's grants management and compliance program is current and effectively fulfills the compliance requirements of the City's policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities.
2. Acting as a liaison between departments and funding agency personnel.
3. Assisting staff, adhering to grant guidelines, policies, and deadlines.
4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission.
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of "open" and "closed" grants in accordance with retention requirements.
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance.
7. Ensuring the departments track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted.
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements, including contracts, professional agreements, and proper invoicing from vendors.
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports.
10. Monitoring and tracking cash flow and accounts receivable.
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement.
12. Acts as a liaison between auditors, granting agency, and department personnel.

City Departments

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:

1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards.

2. Assigning staff to adequately manage the grant awards.
3. Managing general departmental-level support activities related to grants management.
4. Approving submittals and proposed programmatic and fiscal changes to the grant.
5. Reviewing budget amendment requests if they affect commitments by the department.
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate.

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant project, for meeting the terms and conditions of the grant award, and for representing the project to the granting agency.

The Project Manager is responsible for:

1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.
2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution, and requesting budget be established and approved prior to incurring expenditures.
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award.
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget.
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval.
6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency.
7. Prepares project reporting, progress reports, final reports, monitoring reports.
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency.
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance.
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed.
11. Follows State, Federal and City procurement, and contract policies in the utilization of grant funding.
12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations.

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to

Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.3178 through §200.3276. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, and/or contractors, and subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save an electronic copy of verification through SAM.Gov and submit it to Finance or contact Grant Manager to assist in obtaining verification. a copy. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate "Suspension and Debarment" language). Per Section 2 CFR §200.332.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "veteran-owned businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321

4.3 COMPLIANCE STANDARDS

The City "shall at all time exercise responsibility over the implementation of the project" and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City's commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

Non- compliance; non-compliance findings can result in loss of final retention reimbursement, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Evidence that an organization has grossly ***misused funds*** or committed ***fraudulent activity***, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages

2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action.

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation and begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts, and track the project budget.

1. Grant funds should be appropriated into the city budget per City Council Resolution during grant acceptance process.
2. Grant Revenues will be identified in the City budget separately from other revenue sources, to adequately identify the source of funds per revenue account number. Expenditures will be budgeted in the same project/program account to identify the application of funds in an appropriate expense account number.
~~1.~~3. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions.**
~~2.~~4. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met.
~~3.~~5. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License.**
~~4.~~6. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69.
~~5.~~7. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget.
~~6.~~8. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment.
~~7.~~9. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**

~~8.~~10. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget.
2. Monitoring sub-contractors, sub-recipients, service providers.
3. Monitoring budgets for contractors, consultants, and professional service agreements.
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management.

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow.
3. Preparing and/or reviewing Staff time, administration, and activity delivery.
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and **request council approval accepting the additional funding** and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid, with a check cut to the vendor prior to requesting reimbursement; therefore timely submittal of invoices is required.
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement).

3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted **for payment 45 days or more beyond the date of the invoice**; this will help provide information to auditor, or Grantor.
4. When submitting invoices (over $250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement.

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements are submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request, or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheets (provided by Finance, Grant Manager) must be used when charging staff time to a grant.
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period.
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager.
- Grant Manager will calculate the staff time directly from the pay period payroll documentation.
- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant.

- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430).
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards.

5.5 INTERNAL CONTROLS

Internal controls are the mechanisms, rules, and procedures implemented by the Ceity and/or required by the Granting Agency to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.

The seven internal control procedures are separation of duties, access controls, physical audits, standardized documentation, trial balances, periodic reconciliations, and approval authority.

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified.
2. Approved by Department Head or Authorized Signatory per Procurement Policy.
3. Submitted to Accounts Payable for entry and procurement documentation verified.
3.4. Check Register is verified by the Finance Director.
5. Vendor checks are printed by Revenue Accountant, posting payment to ~~the~~ General Ledger.
4.6. Checks are mailed by Revenue Technician.
5.7. GL detail is reviewed by Grants Manager for grant reimbursement preparation.
8. Grant Manager prepares reimbursement request according to grant budget and agreement. terms, as well as information provided from Project Manager below.
6. ~~—~~

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system
1.2. Ensure the expenses are allowable grant expenditures
2.3. Specify the grant name, agency, and grant number on the pay request or invoice
3.4. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
4.5. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
5.6. Be specific when paying an invoice between multiple account numbers
7. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a direct invoice or ~~City~~ Cal Card ~~or petty cash~~

Information Technology (IT) Equipment

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT.

- **Please Note:** all employees utilizing any City information device, and/or employees utilizing grant funding, are required to complete the Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices. In addition, all grant sub-recipients are required to include cybersecurity internal control measures to safeguard information in accordance with Section 2 CFR §200.303.

Consultant Invoices should include:

- Date of work performed/ period of performance
- ———Nature and scope of the service rendered during period of performance
- ———Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- ———Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- ———Fees for services rendered -are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 10% de minimus, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimus rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414
- Signed, reviewed and approved by signature authority
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

Equipment and other Capital Expenditures

Equipment (Capital Expenditures) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of **$5~~5~~,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. . Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313 and CFR §200.439.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

    - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
    - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
    - Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
    - Adequate maintenance procedures must be developed to keep the property in good condition.
    - If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

~~**Revenues**~~

~~When a Reimbursement Request is submitted it is:~~

~~1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up~~
~~2.1.Approved and signed by Authorized Signatory per grant Agreement~~
~~3.1.Submitted and entered into Accounts receivable by Grants Manager~~

~~4.1.Funds are received and deposited by Revenue Supervisor~~
~~5.1.Deposit is reviewed and reconciled into the GL System by Revenue Accountant~~

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance
2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award
3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend $750~~750~~,000 ($1,000,000 effective 10/1/24) or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the $1,000~~750~~,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible to provide all programmatic and procurement documentation requested by a Granting Agency or Auditor

- Grant Manager is responsible to provide all fiscal documentation requested by a Granting Agency or Auditor

Complete and proper documentation is instrumental to a smooth and successful audit; which reflects positively on the City, and in turn increases the chance for future successful grant applications.

FINANCIAL MANAGEMENT
GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of grant related revenue. Adherence to the following policies and procedures promote increased efficiencies, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which enable the City to be competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore, the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each grant funded project, to ensure in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Principal Management Analyst, serving as Grants Manager is encouraged to facilitate the process. Necessary components in pursuit of a competitive grant application are:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.).
2. Project/program descriptions, goals and objectives.
3. Project timelines, estimated costs, project budgets.
4. Matching fund contribution and fiscal impacts.

2.2 DETERMING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements

2. Coordinate with key personnel for staff and departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** is required for **ALL** Grant Applications. A detailed staff report, and a resolution (if required) should be brought forth to City Council for Council approval/adoption. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the **approval of the City Manager *prior*** to submitting the application and will bring the item before council to the next appropriate meeting for ratification.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the

grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to **City Council for approval and budget appropriation**. Staff report should include:

1. Details of the grant contract, project/program and all compliance required.
2. Acceptance of the grant award, as well as the details necessary to appropriate the grant funding into the City's Budget. **The appropriated budget must match the approved budget in the grant award.**
3. Anticipated revenues, along with balanced associated expenditures with account numbers must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues).
4. All pertinent documentation should be attached, including the grant award contract.

Provide a copy of the signed Council Resolution, and the executed Grant Contract to the Grant Manager to ensure the funds are appropriated into the budget, and tracking procedures can begin.

3.3 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**.
4. **Do not proceed with any grant purchase, contract, loan, or grant expenditure until City Council has approved through resolution, the appropriation of grant funds into the current fiscal year budget.**

3.4 EXECUTION OF AWARD

The Grant Contract is fully executed, and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the "term of the agreement"
2. **Grant Contract has been approved through City Council**
3. City's Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City's Budget

Grant funding cannot be spent prior to approvals and a grant award notification is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of whether; the city is the main beneficiary of the funding; the city has applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe responsible parties for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires the assistance and support from all affected departments.

Financial Services Department

The ***Principal Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City's grants management and compliance program is current and effectively fulfills the compliance requirements of the City's policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities.
2. Acting as a liaison between departments and funding agency personnel.
3. Assisting staff, adhering to grant guidelines, policies, and deadlines.
4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission.
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of "open" and "closed" grants in accordance with retention requirements.
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance.
7. Ensuring the departments track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted.
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements, including contracts, professional agreements, and proper invoicing from vendors.
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports.
10. Monitoring and tracking cash flow and accounts receivable.
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement.
12. Acts as a liaison between auditors, granting agency, and department personnel.

City Departments

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for

the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:

1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards.
2. Assigning staff to adequately manage the grant awards.
3. Managing general departmental-level support activities related to grants management.
4. Approving submittals and proposed programmatic and fiscal changes to the grant.
5. Reviewing budget amendment requests if they affect commitments by the department.
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate.

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant project, for meeting the terms and conditions of the grant award, and for representing the project to the granting agency.

The Project Manager is responsible for:

1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.
2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution, and requesting budget be established and approved prior to incurring expenditures.
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award.
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget.
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval.
6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency.
7. Prepares project reporting, progress reports, final reports, monitoring reports.
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency.
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance.
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed.
11. Follows State, Federal and City procurement, and contract policies in the utilization of grant funding.
12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations.

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, and subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save an electronic copy of verification through SAM.Gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate "Suspension and Debarment" language). Per Section 2 CFR §200.332.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "veteran-owned businesses" will be encouraged as well. When utilizing federal funds refer to CFR §200.321

4.3 COMPLIANCE STANDARDS

The City "shall at all time exercise responsibility over the implementation of the project" and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City's commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

Non- compliance; non-compliance findings can result in loss of final retention reimbursement, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Evidence that an organization has grossly ***misused funds*** or committed ***fraudulent activity***, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages
2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action.

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation and begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts and track the project budget.

1. Grant funds should be appropriated into the city budget per City Council Resolution during grant acceptance process.
2. Grant Revenues will be identified in the City budget separately from other revenue sources, to adequately identify the source of funds per revenue account number. Expenditures will be budgeted in the same project/program account to identify the application of funds in an appropriate expense account number.
3. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions.**
4. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met.
5. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License.**
6. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69.
7. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget.

8. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment.
9. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**
10. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget.
2. Monitoring sub-contractors, sub-recipients, service providers.
3. Monitoring budgets for contractors, consultants, and professional service agreements.
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management.

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow.
3. Preparing and/or reviewing Staff time, administration, and activity delivery.
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and **request council approval accepting the additional funding** and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid, with a check cut to the vendor prior to requesting reimbursement; therefore, timely submittal of invoices is required.
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement).
3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted **for payment 45 days or more beyond the date of the invoice**; this will help provide information to auditor, or Grantor.
4. When submitting invoices (over $250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement.

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements are submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will be submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheets (provided by Finance, Grant Manager) must be used when charging staff time to a grant.
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period.
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager.
- Grant Manager will calculate the staff time directly from the pay period payroll documentation.

- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant.
- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430).
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards.

5.5 INTERNAL CONTROLS

Internal controls are the mechanisms, rules, and procedures implemented by the City and/or required by the Granting Agency to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.

The seven internal control procedures are separation of duties, access controls, physical audits, standardized documentation, trial balances, periodic reconciliations, and approval authority.

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified.
2. Approved by Department Head or Authorized Signatory per Procurement Policy.
3. Submitted to Accounts Payable for entry and procurement documentation verified.
4. Check Register is verified by the Finance Director.
5. Vendor checks are printed by Revenue Accountant, posting payment to General Ledger.
6. Checks are mailed by Revenue Technician.
7. GL detail is reviewed by Grants Manager for grant reimbursement preparation.
8. Grant Manager prepares reimbursement request according to grant budget and agreement. terms, as well as information provided from Project Manager below.

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system
2. Ensure the expenses are allowable grant expenditures
3. Specify the grant name, agency, and grant number on the pay request or invoice
4. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
5. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
6. Be specific when paying an invoice between multiple account numbers

7. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a direct invoice or Cal Card

Information Technology (IT) Equipment

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT.

- **Please Note:** all employees utilizing any City information device, and/or employees utilizing grant funding, are required to complete Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices. In addition, all grant sub-recipients are required to include cybersecurity internal control measures to safeguard information in accordance with Section 2 CFR §200.303.

Consultant Invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 10% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimis rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414 Signed, reviewed and approved by signature authority
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

Equipment and other Capital Expenditures

Equipment (Capital Expenditures) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of **$5,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313 and CFR §200.439.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether the project or program continues to be supported by the Federal award or not.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

    - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
    - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
    - Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
    - Adequate maintenance procedures must be developed to keep the property in good condition.
    - If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance

2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award
3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend $750,000 ($1,000,000 effective 10/1/24) or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the $1,000,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible to provide all programmatic and procurement documentation requested by a Granting Agency or Auditor

- Grant Manager is responsible to provide all fiscal documentation requested by a Granting Agency or Auditor

Complete and proper documentation is instrumental to a smooth and successful audit; which reflects positively on the City, and in turn increases the chance for future successful grant applications.

FINANCIAL MANAGEMENT TRAVEL POLICY

These guidelines establish the basic policies and procedures for **overnight** travel on City business. All City employees and City officials traveling for City business purposes are responsible for knowing and following this policy.

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This Policy is organized into the following seven sections:

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2. **Travel Authorization** 3

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1. GENERAL STANDARDS:

The purpose of this policy is to document allowable business travel expenses eligible for reimbursement. These include necessary and reasonable expenses as defined under Section 162 of the Internal Revenue Code for purposes of Federal and State Income Tax Laws. This policy applies to all travel expenses regardless of the source of funds.

"Out-of-town travel" means travel on City business away from the normal workplace or residence and requires an overnight stay. Out-of-town travel expenses include transportation, meal and incidental per diem, lodging, and other travel related allowable expenses.

"Out-of-State travel" means overnight travel to a location outside of the State of California.

"International travel" means travel to a location outside the continental United States, including Hawaii and Alaska.

Adoption and Implementation: The City Council is responsible for adopting the City's Travel Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts. Updates to Per Diem and Mileage rates may be made periodically in accordance with Federal General Services Administration (G.S.A) established rates.

Public Records Requirement: All documents related to reimbursable City travel expenditures are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Travel Authorization and Advance Form (T.A.A.): this form is located in Public Folders/ Finance Department/ Travel. This form must be completed and approved ***prior*** to scheduling or paying for any expenses related to the travel, including reservations. Upon approval, submit this form to Accounts Payable for advance payment and/or record retention.

Travel Expense and Reconciliation Form (T.E.R.F.): this form is located in Public Folders/ Finance Department/Travel. This form must be completed and approved upon return from travel. This form is used to reconcile all expenses. Upon approval, submit this form to Accounts Payable for reconciliation of expenses and record retention.

Employees and City Officials are responsible for exercising good judgment in requesting, arranging, and reimbursing a business trip. Accordingly, the basic standard that should prevail is to provide prudent stewardship of public funds and the City's resources.

2. TRAVEL AUTHORIZATION:

All employees must receive authorization for travel from their Department/Division Head prior to scheduling a trip. Authorization may be granted when travel funds are available in the Department's approved budget. All employees must have the Travel Authorization and Advance (T.A.A) Form completed and signed by their Department or Division Head ***prior*** to booking or paying for travel.

"Out-of-State" or "International" travel must be approved by the City Manager prior to scheduling a trip. Either attach an approval email to your Travel Authorization form or obtain the City Manager's approval signature on the T.A.A. Form.

Requests for advances, per diem for meals and incidentals, and support for all expenses directly paid to the vendor must be included on the approved T.A.A Form.

2.1. DELEGATION OF AUTHORITY

Finance Director for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/ Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

The Authorized Signor is responsible for determining the cost to be reasonable and justified, assuring the following:

1. The purpose cannot be accomplished by internet, mail, or telephone.
2. The seminar, meeting, or conference is necessary to accomplish key City goals/objectives and is unavailable locally if overnight accommodations are required.
3. The minimum number of City staff members will be going.
4. The itinerary ensures accomplishment of the purpose at the lowest reasonable cost.
5. The traveler understands and follows these guidelines.
6. There is enough budget in the appropriate travel line item to cover the costs.
7. A Travel Expense Reconciliation Form with all substantiated receipts will be submitted.

2.2. ALLOWABLE EXPENSES

Expenses incurred in connection with the following activities generally constitute authorized expenses when guidelines of this policy are met:

1. Communicating with representatives of regional, state, and national government on City adopted policy positions.
2. Serving on professional organizational/governmental committees, boards, or task forces.
3. Attending educational seminars, conferences, or organized educational activities

designed to improve skill levels or provide information on topics important to City policy and operations.

4. Preparing research for City projects or implementing adopted City plans, policies, goals, or programs.
5. Attending meetings involving activities or decisions important to City interests and are consistent with adopted plans, policies, goals, or programs.
6. Attending events where the City is a formal sponsor or participant, or in performance of official duties for the City.
7. Communicating with individuals or representatives of community groups on policy positions adopted by or under consideration by the City.
8. Engaging in other business-related activities with a direct connection to the implementation of adopted City plans, policies, goals, or programs.

3. PLANNING AN OFFICAL TRIP:

3.1 COMPENSATION

When travel time exceeds the normal work week and the operating MOU allows, the City's rules for overtime apply. In determining overtime compensation, normal commute time should be deducted from the total time traveled. Additionally, normal unpaid meal periods are not considered work time when traveling. Overtime eligibility applies equally to drivers and passengers and should be granted whether the travel occurs during normal workdays, weekends, or evenings.

3.2 REGISTRATION

Fees charged for registration at a convention, meeting, or training are reimbursable with prior approval. Registration fees can be paid with a Cal-Card, requested as an advance with documentation of published rate, or reimbursed with itemized receipt if the employee pays for the registration on their own.

3.3 TRANSPORTATION

Transportation at the Destination- Use of public transit such as intercity trains, buses, streetcars, or ridesharing etc. is appropriate. If a car rental is required, attach a quote from the most reasonably priced rental car company for an advance check, use your Cal Card for payment, or attach an itemized receipt for reimbursement.

Air Travel- All air travel on City business should be coach class. Compare airline carriers prior to making reservations to ensure the most competitive rates are available to the City.

- ***Reminder, out-of-state travel must be pre-approved by the City Manager***

Air Travel Credit – If a trip is cancelled and an employee receives a credit from the Airline for the value of the airfare, the employee should report that credit to Accounts Payable for tracking purposes and use that credit for future business travel. If the credit is used for

personal travel, the employee should reimburse the city for that amount. Should the employee separate from city employment prior to using the credit, the city reserves the right to request reimbursement.

Traveling by Automobile- Traveling by a City vehicle is the most ideal. If one is not available or a personal car is preferred, approval of the Authorized Signor is required.

City Vehicle: When using a city vehicle, reimbursement for gas expenses is appropriate. Due to liability concerns, non-City employees/officials including spouses, children, and guests should not ride as passengers in City vehicles.

Personal Vehicle: When using a personal vehicle for travel; reimbursement at the current approved IRS Mileage rate (2024~~43~~ rate of 67~~5.5~~ cents per mile) will be provided. "Google Maps" or other mapping sites must be used in determining mileage reimbursements. The City will not reimburse for non-business-related mileage such as a personal stop or an indirect route taken for personal reasons.

Mileage in-lieu of Commercial Carrier Costs: In the event a commercial carrier such as an airplane would otherwise be the preferred mode of transportation, but a personal car is preferred (subject to the approval guidelines set forth above), mileage will be reimbursed up to the cost of a commercial carrier.

To drive a privately-owned vehicle on City business it is required to:

1. Possess a valid license to drive in California or Nevada.
2. Carry liability insurance limits required by Risk Management ~~Human Resources~~ with the City named as additional insured.
3. Realize that any damage to the car or needed service/repair occurring on the trip will be your responsibility as these costs are included in the City's per mile cost reimbursement.

3.4 LODGING

Accommodations- The City will pay for a single room (including taxes and parking) for as many nights as necessary. The accommodations used should be economical but practical. In general, choose the most reasonably priced accommodations available consistent with the purpose, goals, and convenience of travel.

Canceling a Reservation- Cancel any reservation that cannot be used. If the City is charged for an unused reservation, the employee will pay the charge unless circumstances requiring cancellation were reasonably beyond control and approved by the Authorized Signor.

3.5 MEALS

Please note: Procurement cards (CAL-Card), or Petty Cash, cannot be used for meals while traveling. There are no exceptions. (Please see Section 8 of the Cal-Card User Handbook). Refer to Finance Policies – Cash, for disbursement of Petty Cash requirements.

To qualify for meal allowance:

1. Travel must be to an **overnight** destination outside of the City limits.
2. Meal expenses will be paid on a not to exceed per diem rate while traveling on official business as published by the Federal Government gsa.gov website under Per Diem Rates.
3. The per diem will generally be paid in advance of travel (receipts not required). Where a timely per diem request is not submitted (within 10 days prior to travel) and/or as determined by the employee's department head; a reimbursement of meal expenses may be submitted after travel (**requires submittal of receipts**).
4. Reimbursement in excess of allowable standard Federal Per Diem rate is taxable and must be reported on an employees' W-2 as wages. Therefore, under no circumstances may the cost of meals exceed the per diem rates allowed under this policy. **Employee is responsible for meal costs above current approved per diem rate.**
5. Employees may not claim meals provided by the event or included in hotel costs or conference fees.
6. Meals must be accounted for upon your return on the Travel Expense and Reconciliation (T.E.R) Form. No receipts are required for advance per diem payments. **All reimbursed meal expenses REQUIRE attached receipts.**

Current Per Diem rates for 2024~~3~~ for South Lake Tahoe are as follows:
Breakfast: $17.00
Lunch: $18.00
Dinner: $34.00
Incidental Expenses: $5.00 (payable full day)
Total M&IE allowable payment for a full day (24 hour period) ~~excess of 12 hours)~~: $74
First & Last Day of Travel (~~less than 12 hours~~maximum 75% of full day): $55.50*

* per GSA allowable Per Diem rates federal code § 301-11.101, the following applies for meal Per Diem: ~~first and last day of travel may be received at 75% of total M&IE, this amount is only allowed on first and last travel days.~~

When travel is		Your allowance is
More than 12 but less than 24 hours		75 percent of the applicable M&IE rate for each calendar day you are in a travel status.
24 hours or more, on	The day of departure	75 percent of the applicable M&IE rate.
	Full days of travel	100 percent of the applicable M&IE rate.
	The last day of travel	75 percent of the applicable M&IE rate.

Rates are subject to change per Federal Government General Services Administration (GSA) www.gsa.gov/perdiem.

3.6 PROHIBITED EXPENSES

Examples of prohibited expenditures include but are not limited to:

- Alcohol/narcotics
- Toiletries/medicines
- Car repair/traffic citations (parking tickets, toll fines)
- Credit card interest charges
- Pet hotel fees, Health club fee/ spa treatments
- Fees for upgrades of air, hotel, or auto
- Headphones or extra incidentals on airlines
- Laundry/dry cleaning
- Movies/entertainment (in-room or off-site)
- Sporting events, theater, or cinema
- Personal expenses/spouse or guest expenses

3.7 PERSONAL TRAVEL

If time is taken away from official business for personal matters, or return is delayed after completing the business trip, reimbursement will not be provided for expenses incurred during that time. Pre-approval is required when combining business and personal travel. If this extended period occurs during regular scheduled work hours, the time will be counted as vacation, comp time, paid time off, or leave without pay.

3.8 ILLNESS WHILE TRAVELING

Should an employee/official become sick or ill during a travel business trip, reimbursement will be provided for necessary additional living expenses (except those directly related to your illness, such as physician or hospital costs) until the employee can return home.
Employees are required to notify the supervisor or Authorized Signor as soon as possible of becoming ill. If applicable, the time will be counted as sick leave or paid time-off during your normally scheduled work hours.

4. PAYMENTS AND REIMBURSEMENTS:

The City will pay all legitimate expenses of your trip or meeting. These include transportation, lodging, registration fees, meals and any other related expenses such as parking, baggage fees, and bridge tolls **if they are for official business and within the guidelines of this policy.**

4.1 PAYMENT OPTIONS

Direct Vendor Payments: Direct payments made by the City to an organization to pay for specific costs related to a trip, usually registration fees, lodging and airfare. To obtain

direct vendor payments, complete the appropriate sections of the T.A.A. Form and attach payment information for all direct payments. Retain a copy of the completed form to assist in reconciling actual expenses.

Cal Cards may be used to pay vendors directly for travel expenses, upon approval with completed T.A.A from. Receipt of payment on a Cal Card must be submitted with both the Travel Expense and Reconciliation (T.E.R.) Form and Cal Card Statement. Attach a copy of your T.A.A form to your Cal Card statement, when paying for travel expenses (including hotel reservations) with your Cal Card.

Payment for travel meals on a Cal Card is prohibited.

Cash Advances: Advance payments can be provided to an employee prior to travel to cover expenses including per diem for meal expenses, Hotel Registration, Transportation etc. To request cash advance, the Authorized Signor must review the amount ensuring it is reasonable and within the current Approved Per Diem Rates and department budget.

Employees must submit a T.E.R. Form to Accounts Payable with final reconciliation documenting all expenses and attaching receipts. Meals must be accounted for although receipts are not required if the employee received a Meal P~~p~~er D~~d~~iem advance. For ALL other travel costs, receipts and back-up documentation are required.

Reimbursements: Upon return, account for all expenses incurred on the T.E.R. Form attach substantiated receipts for all expenses and obtain proper approval from the Authorized Signor. **Reimbursement of Meals requires itemized receipts.** Reimbursements will be processed within ten (10) days of submittal to Accounts Payable.

Petty Cash cannot be used for Travel Costs. An employee **cannot** be reimbursed or advanced funds through Petty Cash for any travel cost. Refer to Financial Policies- Cash, for disbursement of Petty Cash requirements.

5. FINAL ACCOUNTING AND RECONCILIATION:

5.1 MAINTAINING DOCUMENTATION

- Maintain a detailed record of all expenses incurred during travel: meals, transportation/mileage, lodging, car rentals, parking fees, registration fees, and any other reasonable and necessary expenses to assist with final reconciliation.
- Detailed receipts must be submitted for all expenses except when receiving advanced per diem for meals. Failure to provide such documentation will result in denial of reimbursement.

Missing or Lost Receipts:

Reimbursement of expenses without receipts becomes taxable income. Therefore, the city will not reimburse employees without receipts. In the event receipts are

not available, provide a written explanation to your Department Head, include a full description of the cost of the expense and reason the receipts are missing. IRS requires the name of the establishment, the date of service, description of items/meals/service purchased, amount paid, include tax if applicable. If you used a personal credit or debit card, provide a copy of the bank transaction. This written explanation must be approved by the Department Head and submitted to the Finance Director for approval. Once approved, submit this documentation with your T.E.R. Form to Accounts Payable. The City reserves the right to require additional approval of the City Manager, where necessary or deny the reimbursement.

5.2 EXPENSE REPORTING

Within 10 days of return, employees must submit a T.E.R. Form to Accounts Payable with final reconciliation and receipts documenting all expenses. Failure to return this form will result in repayment to the City of any advanced funds and/or denial of reimbursement for expenses not accounted for in this manner.

Per IRS Section 15: to be excluded from taxable wages your T.E.R Form must include the following:

- The business purpose of the trip
- The date and place of the trip
- Receipts for lodging, and all travel expenses
- Receipts for meals if requesting reimbursement

Authorized Signor approving expense reports are responsible to ensure:

1. All expenses are reasonable, necessary and consistent with this policy.
2. All required itemized receipts are attached.
3. The final reconciliation is correct (balance due employee; balance due City).
4. Amounts due to the City are reimbursed within 10 days.
5. Final accounting on T.E.R. Form is submitted to Finance.

6. FALSIFICATION OF EXPENSES:

Submitting fraudulent receipts or falsifying a Travel Expense Reconciliation Form will result in loss of reimbursement privileges and may lead to disciplinary action up to and including termination of employment.

The City of South Lake Tahoe reserves the right to deny reimbursement of expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances may be approved by the City Manager, if those expenses do not violate Federal or State requirements and when in the City Manager's judgment, such expenses are justified. These expenses must be submitted on a Travel Expense Reconciliation Form supported by documentation and written explanation of circumstances,

signed by Department Head, Finance Director, and City Manager.

7. FORMS AND PUBLICATIONS:

The following forms are required when traveling for City business:

1. Prior to booking and paying for travel: Travel Authorization and Advance Form (T.A.A.F.).
2. Return from travel: Travel Expense and Reconciliation Form (T.E.R.F.).
3. Examples to assist in filling out these forms is located on the next page.
4. Blank forms are located in Outlook, Public Folders, Finance Dept., Travel-Training Polices. Updated Aug. 2023.

7.1 INTERNAL REVENUE SERVICE (IRS)

For additional information or clarification, refer to the following IRS publications.

- IRS Publication 15-B, Employers Tax Guide to Fringe Benefits for tax reporting requirement
- IRS Publication 463, Travel, Entertainment, Gift and Car Expenses
- IRS Publication 5318, Tax Cuts and Jobs Act, tax reform 2017

Financial Management - Travel Policy

CITY OF SOUTH LAKE TAHOE

TRAVEL AUTHORIZATION AND ADVANCE FORM

PRE-TRAVEL REPORTING

This form should be completed in legible handwriting or in Excel using the City's standard template prior to booking or paying for travel.

EXAMPLE

PURPOSE OF TRAVEL

Attend the 2024~~3~~ Annual ABC Conference in San Francisco, CA to learn of recent developments in xxxxxxxxx to assist my department in xxxxxxx. Conference begins 9:00 AM on Juned 2nd and ends 12:00 AM on June 4th.

Employee	Department	Position
First & Last Name	City Department	Employee Title

Destination	No. of Days (including first/last)	Total Cost of Travel
San Francisco, CA	3	**$ 1,297.69**

ITINERARY

Departure From:	Date/Time	Arrival To:	Date/Time
City Offices, address	6/1/2024~~3~~ 12:30	San Francisco, ABC Hotel	6/1/2024~~3~~ 16:30

ESTIMATED COST SUMMARY

Description	Vendor	Payment Method*	Account Number	Paid/ Reimb	Advance
Registration	ABC Conference	D (Cal Card)	100 xxxxx 44050	$ 100.00	
Air Fare	N/A				
Lodging	Hotel 3 nights + park	R (Reimbursement)	100 xxxxx 44050	$ 735.84	
Rental Car	N/A				
Mileage- Personal Vehicle	185 miles x 2 x 0.~~67~~655	A (Advance)	100 xxxxx 44051		**24~~72~~.90~~35~~**
Gasoline- City Vehicle					
Parking					
Misc.					
				$ 835.84	**$ 24~~72~~.90 ~~35~~**

** **D**= Direct Vendor Payments, **A**= Advance, **R**= Reimbursement*

*** **20~~24~~3 IRS rate is ~~67~~65.5 cents ($~~0.~~67~~55~~)** per mile. Attach documentation used in determining anticipated mileage.*

ESTIMATED COST SUMMARY CONT. (MEALS)

***Note:** Calculation of daily meal per-diem must be in compliance with IRS regulations using Federal GSA rates. Follow the calculation below to request proper amounts. If meals are included with registration or hotel fees make sure to deduct them from the calculation.*

Account Number:	100 xxxxx 44050			
	Instructions	**Date/ Meal Type**		**Amount**
First Day of Travel:	If two meal periods will be incurred put $55.50:			
	If only one meal period will be incurred use individual meal rates:	6/1/22 Dinner		**34.00**
Full Day of Travel:	Put number of full calendar travel days x $74.00 or deduct meals	6/2/22 Full Day		**74.00**
	included in registration, hotel, or provided by event	6/3 (breakfst/dinner) lunch incl		**56.00**
Last Day of Travel:	If two meal periods will be incurred put $55.50:	6/4 2 meal periods (Breakfast & Lunch)		**55.50**
	If only one meal period will be incurred use rates below:			
***Individual Meal Rates:** Breakfast $17.00, Lunch $18.00, Dinner $34.00, $5.00 incidentals ($74.00 full day)*				**$ 219.50**
***First & Last Day of Travel:** Calculated at 75% of total daily meals & incidentals.*				
	SUM OF ADVANCES AND PER DIEM OWED TO EMPLOYEE:			**$ 46~~71~~.40 ~~85~~**

APPROVALS

Employee	Date	Authorized Signor	Date		
printed employee name	date submitted	Supervisor or Dept Head	date signed		

CITY OF SOUTH LAKE TAHOE

CITY OF SOUTH LAKE TAHOE
TRAVEL EXPENSE AND REIMBURSEMENT FORM
POST TRAVEL REPORTING

This form should be completed in legible handwriting or in Excel using the City's standard template.

EXAMPLE

RECAP OF TRAVEL

Employee Name	Department	Location	Date Left	Date Returned	Total Cost of Travel
First & Last Name	City Department	ABC Conf. San Francisco, CA	6/1/2024~~3~~	6/4/2023	**$ 1,297.69**

ACTUAL COSTS INCURRED

Description	Vendor	Payment Method*	Account Number	Amount Paid	Amount Due- Attach Itemized Receipts
Registration	ABC Conference	D (Cal Card)	100 xxxxx 44050	$ 100.00	
Air Fare					
Lodging	ABC Hotel	R- Personal Credit Card	100 xxxxx 44050		**$ 735.84**
Rental Car					
Meals**		A- Advanced Per Diem	100 xxxxx 44050	$ 219.50	
Mileage- Personal Vehicle***	370 miles -185 x 2 x $0.~~6~~755	A (Advance)	100 xxxxx 44051	$ 247~~2~~.90~~35~~	
Gasoline- City Vehicle					
Parking					
Misc.					
				$ 567~~1~~.4~~085~~	**$ 735.84**

** **D** = Direct Vendor Payments, **A** = Advance, **R** = Reimbursement*

*** If a per diem was received prior to travel, fill in total received in the amount column.*

**** 202~~3~~4 IRS rate is ~~.6~~755 per mile. Attach documentation used in determining mileage reimbursement.*

***** All Reimbursements require itemized receipts attached.*

ACTUAL MEAL COSTS INCURRED: If meal Per Diem was received as an Advance, leave the section below blank.

Note: *If requesting reimbursement for meals, attach itemized receipts for all meal periods. The City will only reimburse up to the Federal G.S.A Per Diem amounts. $5.00 Per Diem Incidental rate not applicable for Reimbursement.*

DATE	BREAKFAST	LUNCH	DINNER
Individual Meal Rates: *Breakfast $17.00, Lunch $18.00, Dinner $34.00*			**$ -**

SUM OF REIMBURSEMENTS OWED TO EMPLOYEE: **$ 735.84**

APPROVALS

Employee	Date	Authorized Signor	Date

FINANCIAL MANAGEMENT TRAVEL POLICY

These guidelines establish the basic policies and procedures for **overnight** travel on City business. All City employees and City officials traveling for City business purposes are responsible for knowing and following this policy.

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This Policy is organized into the following seven sections:

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1. GENERAL STANDARDS:

The purpose of this policy is to document allowable business travel expenses eligible for reimbursement. These include necessary and reasonable expenses as defined under Section 162 of the Internal Revenue Code for purposes of Federal and State Income Tax Laws. This policy applies to all travel expenses regardless of the source of funds.

"Out-of-town travel" means travel on City business away from the normal workplace or residence and requires an overnight stay. Out-of-town travel expenses include transportation, meal and incidental per diem, lodging, and other travel related allowable expenses.

"Out-of-State travel" means overnight travel to a location outside of the State of California.

"International travel" means travel to a location outside the continental United States, including Hawaii and Alaska.

Adoption and Implementation: The City Council is responsible for adopting the City's Travel Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts. Updates to Per Diem and Mileage rates may be made periodically in accordance with Federal General Services Administration (G.S.A) established rates.

Public Records Requirement: All documents related to reimbursable City travel expenditures are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Travel Authorization and Advance Form (T.A.A.): this form is located in Public Folders/ Finance Department/ Travel. This form must be completed and approved ***prior*** to scheduling or paying for any expenses related to the travel, including reservations. Upon approval, submit this form to Accounts Payable for advance payment and/or record retention.

Travel Expense and Reconciliation Form (T.E.R.F.): this form is located in Public Folders/ Finance Department/Travel. This form must be completed and approved upon return from travel. This form is used to reconcile all expenses. Upon approval, submit this form to Accounts Payable for reconciliation of expenses and record retention.

Employees and City Officials are responsible for exercising good judgment in requesting, arranging, and reimbursing a business trip. Accordingly, the basic standard that should prevail is to provide prudent stewardship of public funds and the City's resources.

2. TRAVEL AUTHORIZATION:

All employees must receive authorization for travel from their Department/Division Head prior to scheduling a trip. Authorization may be granted when travel funds are available in the Department's approved budget. All employees must have the Travel Authorization and Advance (T.A.A) Form completed and signed by their Department or Division Head ***prior*** to booking or paying for travel.

"Out-of-State" or "International" travel must be approved by the City Manager prior to scheduling a trip. Either attach an approval email to your Travel Authorization form or obtain the City Manager's approval signature on the T.A.A. Form.

Requests for advances, per diem for meals and incidentals, and support for all expenses directly paid to the vendor must be included on the approved T.A.A Form.

2.1. DELEGATION OF AUTHORITY

Finance Director for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/ Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

The Authorized Signor is responsible for determining the cost to be reasonable and justified, assuring the following:

1. The purpose cannot be accomplished by internet, mail, or telephone.
2. The seminar, meeting, or conference is necessary to accomplish key City goals/objectives and is unavailable locally if overnight accommodations are required.
3. The minimum number of City staff members will be going.
4. The itinerary ensures accomplishment of the purpose at the lowest reasonable cost.
5. The traveler understands and follows these guidelines.
6. There is enough budget in the appropriate travel line item to cover the costs.
7. A Travel Expense Reconciliation Form with all substantiated receipts will be submitted.

2.2. ALLOWABLE EXPENSES

Expenses incurred in connection with the following activities generally constitute authorized expenses when guidelines of this policy are met:

1. Communicating with representatives of regional, state, and national government on City adopted policy positions.
2. Serving on professional organizational/governmental committees, boards, or task forces.
3. Attending educational seminars, conferences, or organized educational activities

designed to improve skill levels or provide information on topics important to City policy and operations.

4. Preparing research for City projects or implementing adopted City plans, policies, goals, or programs.
5. Attending meetings involving activities or decisions important to City interests and are consistent with adopted plans, policies, goals, or programs.
6. Attending events where the City is a formal sponsor or participant, or in performance of official duties for the City.
7. Communicating with individuals or representatives of community groups on policy positions adopted by or under consideration by the City.
8. Engaging in other business-related activities with a direct connection to the implementation of adopted City plans, policies, goals, or programs.

3. PLANNING AN OFFICAL TRIP:

3.1 COMPENSATION

When travel time exceeds the normal work week and the operating MOU allows, the City's rules for overtime apply. In determining overtime compensation, normal commute time should be deducted from the total time traveled. Additionally, normal unpaid meal periods are not considered work time when traveling. Overtime eligibility applies equally to drivers and passengers and should be granted whether the travel occurs during normal workdays, weekends, or evenings.

3.2 REGISTRATION

Fees charged for registration at a convention, meeting, or training are reimbursable with prior approval. Registration fees can be paid with a Cal-Card, requested as an advance with documentation of published rate, or reimbursed with itemized receipt if the employee pays for the registration on their own.

3.3 TRANSPORTATION

Transportation at the Destination- Use of public transit such as intercity trains, buses, streetcars, or ridesharing etc. is appropriate. If a car rental is required, attach a quote from the most reasonably priced rental car company for an advance check, use your Cal Card for payment, or attach an itemized receipt for reimbursement.

Air Travel- All air travel on City business should be coach class. Compare airline carriers prior to making reservations to ensure the most competitive rates are available to the City.

- ***Reminder, out-of-state travel must be pre-approved by the City Manager***

Air Travel Credit – If a trip is cancelled and an employee receives a credit from the Airline for the value of the airfare, the employee should report that credit to Accounts Payable for tracking purposes and use that credit for future business travel. If the credit is used for

personal travel, the employee should reimburse the city for that amount. Should the employee separate from city employment prior to using the credit, the city reserves the right to request reimbursement.

Traveling by Automobile- Traveling by a City vehicle is the most ideal. If one is not available or a personal car is preferred, approval of the Authorized Signor is required.

City Vehicle: When using a city vehicle, reimbursement for gas expenses is appropriate. Due to liability concerns, non-City employees/officials including spouses, children, and guests should not ride as passengers in City vehicles.

Personal Vehicle: When using a personal vehicle for travel; reimbursement at the current approved IRS Mileage rate (2024 rate of 67 cents per mile) will be provided. "Google Maps" or other mapping sites must be used in determining mileage reimbursements. The City will not reimburse for non-business-related mileage such as a personal stop or an indirect route taken for personal reasons.

Mileage in-lieu of Commercial Carrier Costs: In the event a commercial carrier such as an airplane would otherwise be the preferred mode of transportation, but a personal car is preferred (subject to the approval guidelines set forth above), mileage will be reimbursed up to the cost of a commercial carrier.

To drive a privately-owned vehicle on City business it is required to:

1. Possess a valid license to drive in California or Nevada.
2. Carry liability insurance limits required by Risk Management with the City named as additional insured.
3. Realize that any damage to the car or needed service/repair occurring on the trip will be your responsibility as these costs are included in the City's per mile cost reimbursement.

3.4 LODGING

Accommodations- The City will pay for a single room (including taxes and parking) for as many nights as necessary. The accommodations used should be economical but practical. In general, choose the most reasonably priced accommodations available consistent with the purpose, goals, and convenience of travel.

Canceling a Reservation- Cancel any reservation that cannot be used. If the City is charged for an unused reservation, the employee will pay the charge unless circumstances requiring cancellation were reasonably beyond control and approved by the Authorized Signor.

3.5 MEALS

Please note: Procurement cards **(CAL-Card),** or **Petty Cash, cannot** be used for meals while traveling. **There are no exceptions.** (Please see Section 8 of the Cal-Card User Handbook). Refer to Finance Policies – Cash, for disbursement of Petty Cash requirements.

To qualify for meal allowance:

1. Travel must be to an **overnight** destination outside of the City limits.
2. Meal expenses will be paid on a not to exceed per diem rate while traveling on official business as published by the Federal Government gsa.gov website under Per Diem Rates.
3. The per diem will generally be paid in advance of travel (receipts not required). Where a timely per diem request is not submitted (within 10 days prior to travel) and/or as determined by the employee's department head; a reimbursement of meal expenses may be submitted after travel (**requires submittal of receipts**).
4. Reimbursement in excess of allowable standard Federal Per Diem rate is taxable and must be reported on an employees' W-2 as wages. Therefore, under no circumstances may the cost of meals exceed the per diem rates allowed under this policy.
   Employee is responsible for meal costs above current approved per diem rate.
5. Employees may not claim meals provided by the event or included in hotel costs or conference fees.
6. Meals must be accounted for upon your return on the Travel Expense and Reconciliation (T.E.R) Form. No receipts are required for advance per diem payments. **All reimbursed meal expenses REQUIRE attached receipts.**

Current Per Diem rates for 20243 for South Lake Tahoe are as follows:
Breakfast: $17.00
Lunch: $18.00
Dinner: $34.00
Incidental Expenses: $5.00 (payable full day)
Total M&IE allowable payment for a full day (24 hour period) : $74
First & Last Day of Travel (maximum 75% of full day): $55.50*

* per GSA allowable Per Diem rates federal code § 301-11.101, the following applies for meal Per Diem:

When travel is		Your allowance is
More than 12 but less than 24 hours		75 percent of the applicable M&IE rate for each calendar day you are in a travel status.
24 hours or more, on	The day of departure	75 percent of the applicable M&IE rate.
	Full days of travel	100 percent of the applicable M&IE rate.
	The last day of travel	75 percent of the applicable M&IE rate.

Rates are subject to change per Federal Government General Services Administration (GSA) www.gsa.gov/perdiem.

3.6 PROHIBITED EXPENSES

Examples of prohibited expenditures include but are not limited to:

- Alcohol/narcotics
- Toiletries/medicines
- Car repair/traffic citations (parking tickets, toll fines)
- Credit card interest charges
- Pet hotel fees, Health club fee/ spa treatments
- Fees for upgrades of air, hotel, or auto
- Headphones or extra incidentals on airlines
- Laundry/dry cleaning
- Movies/entertainment (in-room or off-site)
- Sporting events, theater, or cinema
- Personal expenses/spouse or guest expenses

3.7 PERSONAL TRAVEL

If time is taken away from official business for personal matters, or return is delayed after completing the business trip, reimbursement will not be provided for expenses incurred during that time. Pre-approval is required when combining business and personal travel. If this extended period occurs during regular scheduled work hours, the time will be counted as vacation, comp time, paid time off, or leave without pay.

3.8 ILLNESS WHILE TRAVELING

Should an employee/official become sick or ill during a travel business trip, reimbursement will be provided for necessary additional living expenses (except those directly related to your illness, such as physician or hospital costs) until the employee can return home.
Employees are required to notify the supervisor or Authorized Signor as soon as possible of becoming ill. If applicable, the time will be counted as sick leave or paid time-off during your normally scheduled work hours.

4. PAYMENTS AND REIMBURSEMENTS:

The City will pay all legitimate expenses of your trip or meeting. These include transportation, lodging, registration fees, meals and any other related expenses such as parking, baggage fees, and bridge tolls **if they are for official business and within the guidelines of this policy.**

4.1 PAYMENT OPTIONS

Direct Vendor Payments: Direct payments made by the City to an organization to pay for specific costs related to a trip, usually registration fees, lodging and airfare. To obtain direct vendor payments, complete the appropriate sections of the T.A.A. Form and attach payment information for all direct payments. Retain a copy of the completed form to assist in reconciling actual expenses.

Cal Cards may be used to pay vendors directly for travel expenses, upon approval with completed T.A.A from. Receipt of payment on a Cal Card must be submitted with both the Travel Expense and Reconciliation (T.E.R.) Form and Cal Card Statement. Attach a copy of your T.A.A form to your Cal Card statement, when paying for travel expenses (including hotel reservations) with your Cal Card.

Payment for travel meals on a Cal Card is prohibited.

Cash Advances: Advance payments can be provided to an employee prior to travel to cover expenses including per diem for meal expenses, Hotel Registration, Transportation etc. To request cash advance, the Authorized Signor must review the amount ensuring it is reasonable and within the current Approved Per Diem Rates and department budget.

Employees must submit a T.E.R. Form to Accounts Payable with final reconciliation documenting all expenses and attaching receipts. Meals must be accounted for although receipts are not required if the employee received a Meal Per Diem advance. For ALL other travel costs, receipts and back-up documentation are required.

Reimbursements: Upon return, account for all expenses incurred on the T.E.R. Form attach substantiated receipts for all expenses and obtain proper approval from the Authorized Signor. **Reimbursement of Meals requires itemized receipts.** Reimbursements will be processed within ten (10) days of submittal to Accounts Payable.

Petty Cash cannot be used for Travel Costs. An employee **cannot** be reimbursed or advanced funds through Petty Cash for any travel cost. Refer to Financial Policies- Cash, for disbursement of Petty Cash requirements.

5. FINAL ACCOUNTING AND RECONCILIATION:

5.1 MAINTAINING DOCUMENTATION

- Maintain a detailed record of all expenses incurred during travel: meals, transportation/mileage, lodging, car rentals, parking fees, registration fees, and any other reasonable and necessary expenses to assist with final reconciliation.
- Detailed receipts must be submitted for all expenses except when receiving advanced per diem for meals. Failure to provide such documentation will result in denial of reimbursement.

Missing or Lost Receipts:

Reimbursement of expenses without receipts becomes taxable income. Therefore, the city will not reimburse employees without receipts. In the event receipts are not available, provide a written explanation to your Department Head, include a full description of the cost of the expense and reason the receipts are missing. IRS requires the name of the establishment, the date of service, description of

items/meals/service purchased, amount paid, include tax if applicable. If you used a personal credit or debit card, provide a copy of the bank transaction. This written explanation must be approved by the Department Head and submitted to the Finance Director for approval. Once approved, submit this documentation with your T.E.R. Form to Accounts Payable. The City reserves the right to require additional approval of the City Manager, where necessary or deny the reimbursement.

5.2 EXPENSE REPORTING

Within 10 days of return, employees must submit a T.E.R. Form to Accounts Payable with final reconciliation and receipts documenting all expenses. Failure to return this form will result in repayment to the City of any advanced funds and/or denial of reimbursement for expenses not accounted for in this manner.

Per IRS Section 15: to be excluded from taxable wages your T.E.R Form must include the following:

- The business purpose of the trip
- The date and place of the trip
- Receipts for lodging, and all travel expenses
- Receipts for meals if requesting reimbursement

Authorized Signor approving expense reports are responsible to ensure:

1. All expenses are reasonable, necessary and consistent with this policy.
2. All required itemized receipts are attached.
3. The final reconciliation is correct (balance due employee; balance due City).
4. Amounts due to the City are reimbursed within 10 days.
5. Final accounting on T.E.R. Form is submitted to Finance.

6. FALSIFICATION OF EXPENSES:

Submitting fraudulent receipts or falsifying a Travel Expense Reconciliation Form will result in loss of reimbursement privileges and may lead to disciplinary action up to and including termination of employment.

The City of South Lake Tahoe reserves the right to deny reimbursement of expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances may be approved by the City Manager, if those expenses do not violate Federal or State requirements and when in the City Manager's judgment, such expenses are justified. These expenses must be submitted on a Travel Expense Reconciliation Form supported by documentation and written explanation of circumstances, signed by Department Head, Finance Director, and City Manager.

7. FORMS AND PUBLICATIONS:

The following forms are required when traveling for City business:

1. Prior to booking and paying for travel: Travel Authorization and Advance Form (T.A.A.F.).
2. Return from travel: Travel Expense and Reconciliation Form (T.E.R.F.).
3. Examples to assist in filling out these forms is located on the next page.
4. Blank forms are located in Outlook, Public Folders, Finance Dept., Travel-Training Polices. Updated Aug. 2023.

7.1 INTERNAL REVENUE SERVICE (IRS)

For additional information or clarification, refer to the following IRS publications.

- IRS Publication 15-B, Employers Tax Guide to Fringe Benefits for tax reporting requirement
- IRS Publication 463, Travel, Entertainment, Gift and Car Expenses
- IRS Publication 5318, Tax Cuts and Jobs Act, tax reform 2017

Financial Management - Travel Policy

CITY OF SOUTH LAKE TAHOE

TRAVEL AUTHORIZATION AND ADVANCE FORM

PRE-TRAVEL REPORTING

This form should be completed in legible handwriting or in Excel using the City's standard template prior to booking or paying for travel.

EXAMPLE

PURPOSE OF TRAVEL

Attend the 2024 Annual ABC Conference in San Francisco, CA to learn of recent developments in xxxxxxxxx to assist my department in xxxxxxx. Conference begins 9:00 AM on Juned 2nd and ends 12:00 AM on June 4th.

Employee	Department	Position
First & Last Name	City Department	Employee Title

Destination	No. of Days (including first/last)	Total Cost of Travel
San Francisco, CA	3	**$ 1,297.69**

ITINERARY

Departure From:	Date/Time	Arrival To:	Date/Time
City Offices, address	6/1/2024 12:30	San Francisco, ABC Hotel	6/1/2024 16:30

ESTIMATED COST SUMMARY

Description	Vendor	Payment Method*	Account Number	Paid/ Reimb	Advance
Registration	ABC Conference	D (Cal Card)	100 xxxxx 44050	$ 100.00	
Air Fare	N/A				
Lodging	Hotel 3 nights + park	R (Reimbursement)	100 xxxxx 44050	$ 735.84	
Rental Car	N/A				
Mileage- Personal Vehicle	185 miles x 2 x .67	A (Advance)	100 xxxxx 44051		**247.90**
Gasoline- City Vehicle					
Parking					
Misc.					
				$ 835.84	**$ 247.90**

* ***D***= *Direct Vendor Payments,* ***A***= *Advance,* ***R***= *Reimbursement*

** ***2024 IRS rate is 67 cents*** *per mile. Attach documentation used in determining anticipated mileage.*

ESTIMATED COST SUMMARY CONT. (MEALS)

Note: *Calculation of daily meal per-diem must be in compliance with IRS regulations using Federal GSA rates. Follow the calculation below to request proper amounts. If meals are included with registration or hotel fees make sure to deduct them from the calculation.*

Account Number:	100 xxxxx 44050			
	Instructions	**Date/ Meal Type**		**Amount**
First Day of Travel:	If two meal periods will be incurred put $55.50:			
	If only one meal period will be incurred use individual meal rates:	6/1/22 Dinner		**34.00**
Full Day of Travel:	Put number of full calendar travel days x $74.00 or deduct meals	6/2/22 Full Day		**74.00**
	included in registration, hotel, or provided by event	6/3 (breakfst/dinner) lunch incl		**56.00**
Last Day of Travel:	If two meal periods will be incurred put $55.50:	6/4 2 meal periods (Breakfast & Lunch)		**55.50**
	If only one meal period will be incurred use rates below:			
Individual Meal Rates: *Breakfast $17.00, Lunch $18.00, Dinner $34.00, $5.00 incidentals ($74.00 full day)*				**$ 219.50**
First & Last Day of Travel: *Calculated at 75% of total daily meals & incidentals.*				
		SUM OF ADVANCES AND PER DIEM OWED TO EMPLOYEE:		**$ 467.40**

APPROVALS

Employee	Date	Authorized Signor	Date
printed employee name	date submitted	Supervisor or Dept Head	date signed

CITY OF SOUTH LAKE TAHOE
TRAVEL EXPENSE AND REIMBURSEMENT FORM
POST TRAVEL REPORTING

This form should be completed in legible handwriting or in Excel using the City's standard template.

EXAMPLE

RECAP OF TRAVEL

Employee Name	Department	Location	Date Left	Date Returned	Total Cost of Travel
First & Last Name	City Department	ABC Conf. San Francisco, CA	6/1/2024	6/4/2023	**$ 1,297.69**

ACTUAL COSTS INCURRED

Description	Vendor	Payment Method*	Account Number	Amount Paid	Amount Due- Attach Itemized Receipts
Registration	ABC Conference	D (Cal Card)	100 xxxxx 44050	$ 100.00	
Air Fare					
Lodging	ABC Hotel	R- Personal Credit Card	100 xxxxx 44050		**$ 735.84**
Rental Car					
Meals**		A- Advanced Per Diem	100 xxxxx 44050	$ 219.50	
Mileage- Personal Vehicle***	370 miles -185 x 2 x .67	A (Advance)	100 xxxxx 44051	$ 247.90	
Gasoline- City Vehicle					
Parking					
Misc.					
				$ 567.40	**$ 735.84**

** **D** = Direct Vendor Payments, **A** = Advance, **R** = Reimbursement*

*** If a per diem was received prior to travel, fill in total received in the amount column.*

**** 2024 IRS rate is 67 cents per mile. Attach documentation used in determining mileage reimbursement.*

***** All Reimbursements require itemized receipts attached.*

ACTUAL MEAL COSTS INCURRED: If meal Per Diem was received as an Advance, leave the section below blank.

Note: *If requesting reimbursement for meals, attach itemized receipts for all meal periods. The City will only reimburse up to the Federal G.S.A Per Diem amounts. $5.00 Per Diem Incidental rate not applicable for Reimbursement.*

DATE	BREAKFAST	LUNCH	DINNER
Individual Meal Rates: *Breakfast $17.00, Lunch $18.00, Dinner $34.00*			**$ -**

SUM OF REIMBURSEMENTS OWED TO EMPLOYEE: **$ 735.84**

APPROVALS

Employee	Date	Authorized Signor	Date

CAL-Card User Handbook

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Page	Section number & title
2	1.) What is a "CAL-Card?"
3	2.) Advantages to the City for using the CAL-Card program
4	3.) CAL-Card ethics
5	4.) Obtaining a CAL-Card
6	5.) Receipt of a CAL-Card
6	6.) CAL-Card activation steps
7	7.) Cardholder responsibilities
8	8.) Restricted and prohibited purchases
9	9.) Merchant responsibilities (aka: What the seller does)
10	10.) Approving Authority responsibilities
11	11.) Finance Department responsibilities
11	12.) U.S. Bank responsibilities
11	13.) Reporting lost or stolen cards
12	14.) Fraudulent activity
14	15.) Disputed (questioned) items
14	16.) Procedures after purchase / reviewing the statement
17	17.) Missing or lost receipts
17	18.) Increasing or decreasing the $ limit on a CAL-Card
18	19.) Cancellation of a CAL-Card
19	20.) Discipline for improper use of the CAL-Card
20	21.) U.S. Bank Access Online electronic management program
20	22.) Frequently asked questions (FAQs) about CAL-Card
21	23.) Forms
21	24.) Contact information

This handbook is intended to establish guidelines for the City of South Lake Tahoe CAL-Card holder. These guidelines establish basic policy and procedures in how to properly use the card.

City officials and employees seeking to learn more about the CAL-Card program should visit the State of California Department of General Services website: **www.pd.dgs.ca.gov/calcard**

***NOTE**: The forms pictured in this handbook are for illustration purposes only. Copies of the form may be obtained from the Public Folders on Microsoft Outlook.*
Go to: **Public Folders → All Folders → Purchasing → 2024 Cal Card Policy**

1.) What is a "CAL-Card?"

The "CAL-Card" program is one of the payment methods used by the City of South Lake Tahoe for the purchase of goods generally costing less than $1,000.00. The State of California has a master service agreement (MSA 5-06-99-01) with U. S. Bank to provide VISA bankcard services. The CAL-Card is a cost-free payment mechanism available to government agencies such as the City. The use of the CAL-Card was approved by the City of South Lake Tahoe City Council on June 4, 2002. Currently, over 92 City of South Lake Tahoe employees hold a CAL-Card for day-to-day use or for use in a declared emergency.

CAL-Cards are procurement cards, *not credit cards*. The intent is to be used to purchase small dollar goods for convenience in conducting city business. The balance must be paid each billing cycle. These cards work just like a VISA charge card with the exception of a number of unique controls that have been developed specifically for the procurement card program.

CAL-Cards are not meant to replace traditional procurement methods such as contracts for services, purchase orders, direct payments, and Payment Requests, etc. CAL-Cards are essential when placing orders over the Internet. They simplify the purchase and payment of low-dollar value goods. More merchants, especially those out-of-state, do not accept a purchase order but will take a VISA payment.

CAL-Cards improve merchant relations by making it easier to do business with the City. First-time merchants do not have to send in a credit application. By using the CAL-card to make a purchase, the merchant is paid immediately for the

purchase. The City has up to 45 days to make payment on all of their purchases during the previous month. There is a rebate for prompt payment.

The CAL-Card is issued in the name of the cardholder and billed to the City of South Lake Tahoe. Graphics make it easy to distinguish a CAL-Card from personal card. U.S. Bank will have no cardholder information other than their name, work address and phone number. U.S Bank does not collect the cardholder's social security number and they do not perform a credit check on the cardholder.

2.) Advantages to the City for using the CAL-Card program

- VISA acceptance allows for an expanded supplier base
- Suppliers paid promptly
- Obtain goods when needed
- Walk-in, telephone, and on-line procurements
- Reduces the number of purchase orders
- Reduces or eliminates the need for petty cash
- Validated controls for the Cardholder and Program Administrator
- No membership or administrative fees
- No minimum card count or spend amount
- Invoices due 45 days from invoice date
- Visa dispute rights, fraud protection and VISA Waiver Liability coverage
- Streamlines the accounts payable process by reducing the number of checks issued
- Average Transaction, Volume Sales and Prompt Payment rebates.

The three rebates referenced above are computed as follows:

1. Average Transaction Rebate

The following formula will be used to determine the Average Transaction Incentive for each participating agency:

Total Sales (Quarterly) x **0.75** = Average Transaction Rebate
of Transactions (Quarterly)

Distribution of the Quarterly Average Transaction Rebate shall include the following condition:

Computed Quarterly Average Transaction Rebate to the Participating Agency shall not exceed 2% of the Participating Agency's Quarterly Total Spend. Amount in excess of 2% of the Participating Agency's Quarterly Total Spend shall be forwarded to the Department of General Services under the heading of Administrative Fee - Excess Quarterly Average Transaction Rebate.

2. Volume Sales Rebate

The following formula will be used to determine the Volume Sale Incentive for each participating agency:

Total Sales (each individual participating agency) x **.00393** = Volume Sales Rebate

3. Prompt Payment Rebate

The following formula will be used to determine the Prompt Payment Incentive for each participating agency:

(45- Client Held Days)/45X.0045XQuarterly VolumeSales

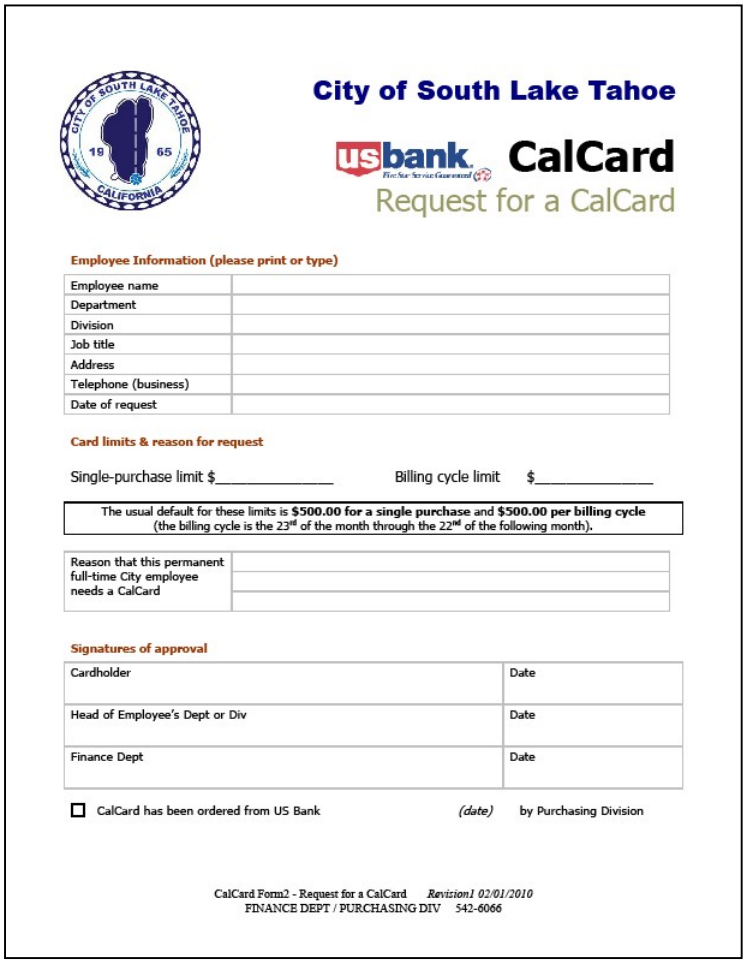
3.) CAL-Card ethics

Employee of the City of South Lake Tahoe should always conduct themselves with the highest level of ethics, and exercise good judgment in the stewardship of public funds. This especially applies to use of the CAL-Card. There are several controls built into the card and into the program that limit the potential for abuse. When considering a questionable purchase, the cardholder should ask themselves: *"Would my manager, the City Council, and the public approve?"*

All City documents relating to purchases are public records and subject to disclosure under the California Public Records Act, including CAL-Card purchase records.

4.) Obtaining a CAL-Card

The Department Head determines which **full-time employees** will be responsible for City purchases and should have a CAL-Card procurement card. The Department Head submits a **Request for a CalCard Form** to the Finance Department. This form includes employee information and justification for requiring a CAL-Card. This request is reviewed and approved by the Finance Dept. Upon approval, the Cal Card Administrator applies for a card for the individual through the U.S. Bank website. Generally, a card is issued and received in a week or less.



City of South Lake Tahoe

CalCard

Request for a CalCard

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date of request	

Card limits & reason for request

Single-purchase limit $_____ Billing cycle limit $_____

The usual default for these limits is **$500.00 for a single purchase** and **$500.00 per billing cycle** (the billing cycle is the 23rd of the month through the 22nd of the following month).

Reason that this permanent full-time City employee needs a CalCard	

Signatures of approval

Cardholder	Date
Head of Employee's Dept or Div	Date
Finance Dept	Date

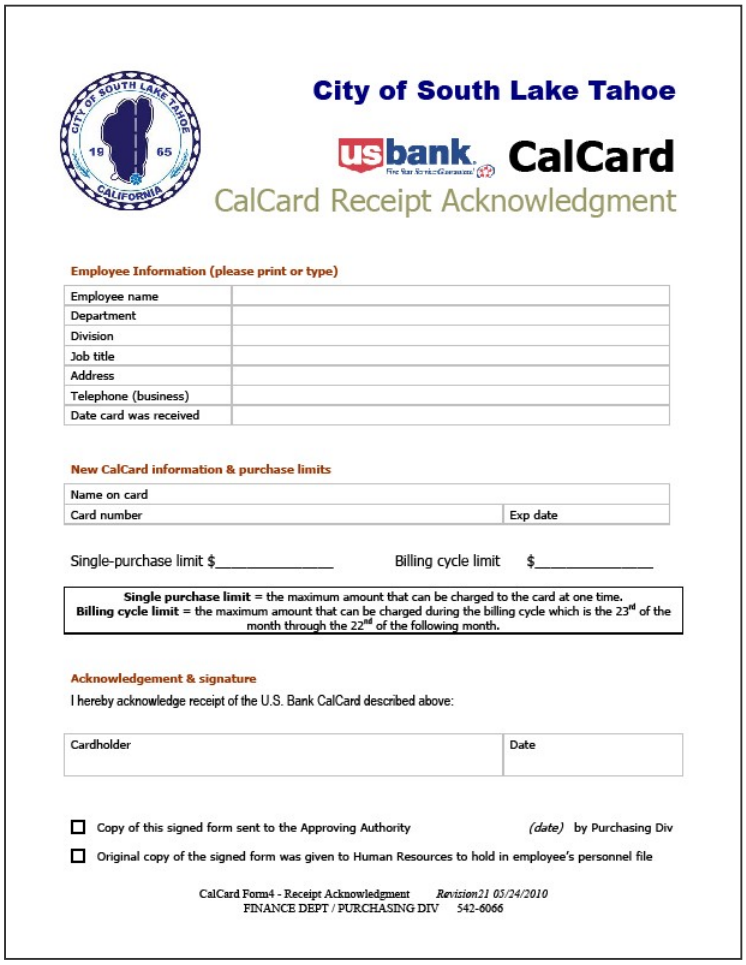
☐ CalCard has been ordered from US Bank *(date)* by Purchasing Division

CalCard Form2 - Request for a CalCard *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

The new cardholder must attend a training session detailing how to use the CAL-Card and the rights and responsibilities of a CAL-Card holder. A copy of this guidebook is given to the new cardholder and should be kept it as a reference. Contact the Program Administrator if additional training is required.

5.) Receipt of a CAL-Card

The new cardholder must sign a **CalCard Receipt Acknowledgement** form that details information about the card issued, including the card number and dollar limits. This signed acknowledgement is kept in an employee file in the Finance Dept. The card must be surrendered when the cardholder leaves the employ of the City. This form must also be signed if an employee receives a new card due to original card being lost, stolen, or cancelled due to fraudulent activity.



City of South Lake Tahoe

usbank CalCard

CalCard Receipt Acknowledgment

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date card was received	

New CalCard information & purchase limits

Name on card	
Card number	Exp date

Single-purchase limit $_____ Billing cycle limit $_____

Single purchase limit = the maximum amount that can be charged to the card at one time.
Billing cycle limit = the maximum amount that can be charged during the billing cycle which is the 23rd of the month through the 22nd of the following month.

Acknowledgement & signature

I hereby acknowledge receipt of the U.S. Bank CalCard described above:

Cardholder	Date

☐ Copy of this signed form sent to the Approving Authority *(date)* by Purchasing Div

☐ Original copy of the signed form was given to Human Resources to hold in employee's personnel file

CalCard Form4 - Receipt Acknowledgment *Revision21 05/24/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

6.) CAL-Card activation steps

The new cardholder should follow the steps below to activate their new CAL-Card. The following information should be on hand before the call is made: the 16-digit account (card) number, the mailing address and zip code, the business telephone number *and the 4-digit numeric number designated by the Program Administrator.*

A. Call **1-800-344-5696** from a touch-tone phone.
B. Respond to each of the following prompts.
C. "Welcome to the Corporate Payment Systems Customer Service. Please enter your 16-digit account (card) number".
D. "Please enter the 5-digit ZIP code of your mailing address."
E. "To activate your account, press 1".

F. "To activate your account number, please key in the last four digits of your card. Do not enter your social security number. ***Use the 4-digit numeric number designated by the Program Administrator rather than your social security number.***
G. "Please enter your business telephone number, beginning with the area code."
H. "Your account has been successfully activated. Thank you."

7.) Cardholder responsibilities

Once training has been completed, the cardholder must sign a **Cardholder Agreement** form to acknowledge they are familiar with, and adhere to, the City's policies and procurement guidelines. The CAL-Card is a privilege granted by the City and this privilege can be revoked at any time and for any reason.

There are several responsibilities related to the issuance of a CAL-Card:



City of South Lake Tahoe

usbank CalCard

Cardholder Agreement Form

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Date of CalCard Training	

Acknowledgement & certification

- I hereby certify that I have attended the City of South Lake Tahoe procurement card ("CalCard") training program and have thoroughly reviewed the Cardholder Handbook and that I understand the terms and conditions of card use as set forth within the handbook.
- **I understand that this card shall only be used for official City of South Lake Tahoe business and that the card shall not be used by anyone but me.** I will not use this card to make unauthorized or prohibited purchases. I understand that unauthorized use of this card will require immediate repayment of all unauthorized charges and may result in disciplinary action up to and including termination of employment.
- I understand that I am responsible for the security and safekeeping of the card. I will immediately notify U.S. bank, my Approving Authority, and the Purchasing Division in the event that my card is lost or stolen or if I suspect that my card has been used in a fraudulent manner. I will confirm this telephone notification with a letter or fax to U.S. Bank and a carbon copy to the Purchasing Division.
- I understand that the City has the unconditional right to cancel the card issued to me at any time. I agree to surrender the card immediately at the end of my employment with the City. I also agree to surrender the card upon the request of my Approving Authority, the head of my department, the Human Resources Department or an authorized representative of the Finance Department.

Signature

Cardholder	Date

CalCard Form3 - Cardholder Agreement *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

A. City Code chapter 3.45 regarding Purchasing Policies and Procedures applies to all CAL-Card purchases.
B. The cardholder must ensure that there are sufficient funds in the account that will be used to pay for the purchase.
C. The card must be signed on the back in the signature panel.
D. The card holder **must obtain an itemized receipt at the point of purchase** and verify it for accuracy.
E. The card must be kept secure at all times and is not to be used by anyone other than the cardholder.

F. The cardholder must notify U.S. Bank Customer Service of any billing discrepancies, fraudulent activity, or lost or stolen cards.
G. The cardholder must notify the Program Administrator of name, address, telephone, or other changes to their account.
H. The cardholder must review the monthly statement for accuracy and ensure that it is submitted to their Approving Authority in a timely manner.
I. The least expensive item that suits the needs of the purchase should be what is purchased.

Violations in any of the above areas are grounds for revocation of all CAL-Card privileges.

8.) Restricted and prohibited purchases

The CAL-Card can be used at any merchant that accepts VISA cards for payments of purchases. However, there are some restrictions built into the procurement card that do not exist for personal credit cards.

The CAL-Card has a number of controls and data reporting features. These controls are based upon the International Merchant Purchase Authorization Card (I.M.P.A.C.) program. These controls ensure that the card is only used by the authorized individuals for authorized purchases by programming the card with specific tracking codes prior to initial use of the card. These codes identify which merchants will accept the CAL-Card. They also specify the maximum dollar amounts authorized for the cardholder.

The following merchant category codes are excluded from the CAL-Card program (the cardholder is **prohibited** from purchasing these items):

A. Wire transfers and money orders
B. Financial institutions – manual and automatic cash advances
C. Non-financial institutions – foreign currency, traveler's checks, etc.
D. Convenience checks
E. Security brokers and dealers
F. Savings bonds
G. Timeshares
H. Betting, casino gaming chips, off-track betting
I. Political organizations
J. Religious organizations
K. Court costs including alimony and child support
L. Fines
M. Bail and bond payment

In addition, these items are restricted from purchase using a Cal Card:

A. Services or Purchases that require a contract, PO, or signed agreement.
B. Fixed asset purchases ($10,000.00 or more) must be purchased with a purchase order.
C. Purchases over $9,999.00 requiring 3 bids.
D. Purchases of Alcohol
E. **Purchase of electronic equipment such as cellular phones, computers, printers, monitors, hardware, software, etc. must be purchased ~~, need to be approved~~ by the Information Technology division only.** Small purchases such as USB drives, keyboards, mouse, mouse pads etc. must be approved by IT for compatibility via email prior to purchase. ~~Provide email documentation of approval with Cal Card Statement.~~
F. Purchase of vehicle parts, services, or small engine equipment such as snowblowers, lawnmowers etc**., require approval of the Fleet~~Motor Pool~~** Ddivision. Provide email documentation of approval with Cal Card Statement.
G. Purchase of Gift Cards, Gift Certificates, E-Certificates.
H. Purchase of Meals (see Local Training Policy for exceptions).
I. Recurring charges (monthly fees, memberships, utilities, etc.) require Finance Department approval. Provide email documentation of approval with Cal Card Statement.
J. Purchases should not be split to circumvent per transaction and per-month credit limits, nor should multiple cards be used to purchase one item or service.
K. Portions of larger purchases whereas the total purchase may not be applicable for a Cal Card purchases or the Purchasing thresholds, for example deposits for a larger purchase.
L. Purchases that do not follow the City Code or Administrative Regulations for Purchasing

Restrictions related to the City's Travel and Local Training Policies are addressed in ~~a~~ separate policies located on the City's website under "Finance/ Financial Policies", and in Public Folders in Outlook, under Finance Department, Travel-Training Policies.

9.) Merchant responsibilities (aka: What the seller does)

The merchant, upon presentation of the CAL-card for a purchase, completes a sales draft. The card number, expiration date, cardholder name and sometimes the three-digit number on the back of the card are collected. The date and amount

of the purchase are recorded along with a brief description of the item(s) being purchased. The transaction will also bear the merchant's name and identification.

The merchant will obtain authorization for the transaction via a direct link to the VISA authorization network or telephone line. The merchant will obtain an authorization number approving the purchase. The authorization will be denied if the purchase puts the CAL-Card over its limit or if the purchase is excluded by I.M.P.A.C.

10.) Approving Authority responsibilities

The Department Head in each department is the Approving Authority to determine which employees shall be issued CAL-Cards and the dollar limits for those cards. The Signature Authority in each department is responsible for insuring that all purchases comply with the City's CAL-Card program and purchasing policies.

Other duties of the Signature Authority include:

A. Reviewing cardholder's statements that all purchases are appropriate and are being charged to the correct account (budget) number.
B. Ensuring that all documentation (receipts, acknowledgements, packing slips, etc) are attached to the cardholder statement.
C. Signing and dating the cardholder statement on the "Approver" line to certify that the statement is correct.
D. Reporting to the head of the department and the Program Administrator any gross violations made by the cardholder.
E. Submitting all cardholder statements to Accounts Payable in a timely manner.
F. Resolving issues related to a cardholder's purchase.

Delegation of Signature Authority:

Finance Director approves for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

11.) Finance Department responsibilities

The Finance Department is responsible for administering the CAL-Card procurement card program as well as coordinating, developing, and administering a complete training program. This includes maintaining a CAL-Card handbook and the appropriate forms related to CAL-Card use.

Accounts Payable (A/P) is responsible for issuing the final payment to U.S. Bank. A/P notifies the cardholder or Signature Authority if statement submissions are incomplete, such as receipts, account numbers, or signatures missing. A/P reports to the Purchasing division any violations of CAL-Card use by a cardholder A/P noticed at the time of paying the statement.

The **Director of Finance and/or City Manager** has the final City authority on cards that should be revoked or who should receive a CAL-Card and what the dollar limits should be. The Director of Finance serves as the Assistant Program Administrator in the absence of the Program Administrator.

12.) U.S. Bank responsibilities

U.S. Bank has been contracted by the State of California Department of General Services to administer the CAL-card procurement card program. This includes all of the details related to running a procurement card program including issuing cards, monitoring card use and correcting fraud issues, offering rebates for prompt payment, etc. U.S. Bank also makes available a website for transacting CAL-Card business.

13.) Reporting lost or stolen cards

The following information is from the CAL-Card website:

> **It is important to emphasize to cardholders the need to immediately notify U.S. Bank Customer Service of any CAL-Card loss or theft.**
> When a CAL-Card is lost or stolen, the cardholder must **immediately notify U.S. Bank, their Approver and Program Administrator**.
> To notify U.S. Bank call: (800) 344-5696 or Outside the U.S. call collect: (701) 461-2020. These numbers are answered 24/7. U.S. Bank Customer Service will request the following information:

1. Cardholder's complete name
2. Account number
3. Circumstances surrounding the loss of the card
4. Any purchase(s) made on the day the card was lost or stolen
5. Details of last purchase amount and location
6. Cardholder verification information (one or all of these may be asked):
    - Zip code
    - Phone number
    - Billing Address~~Number that is used in lieu of Social Security number~~
    - Credit Limits

NOTE: This information is needed to protect the agency and to prevent fraudulent use of the lost or stolen card. Once the loss or theft has been reported to U.S. Bank, a new card, with new account number, will be mailed to the agency or cardholder within two business days. To facilitate billing and account reconciliation, purchases made after the cycle date and prior to the lost/stolen date, are automatically billed under the new account number assigned to the cardholder.

Cardholders should be advised to carefully review their new Statement of Account and immediately report any incorrect billings to U.S. Bank Customer Service at (800) 344-5696

14.) Fraudulent activity

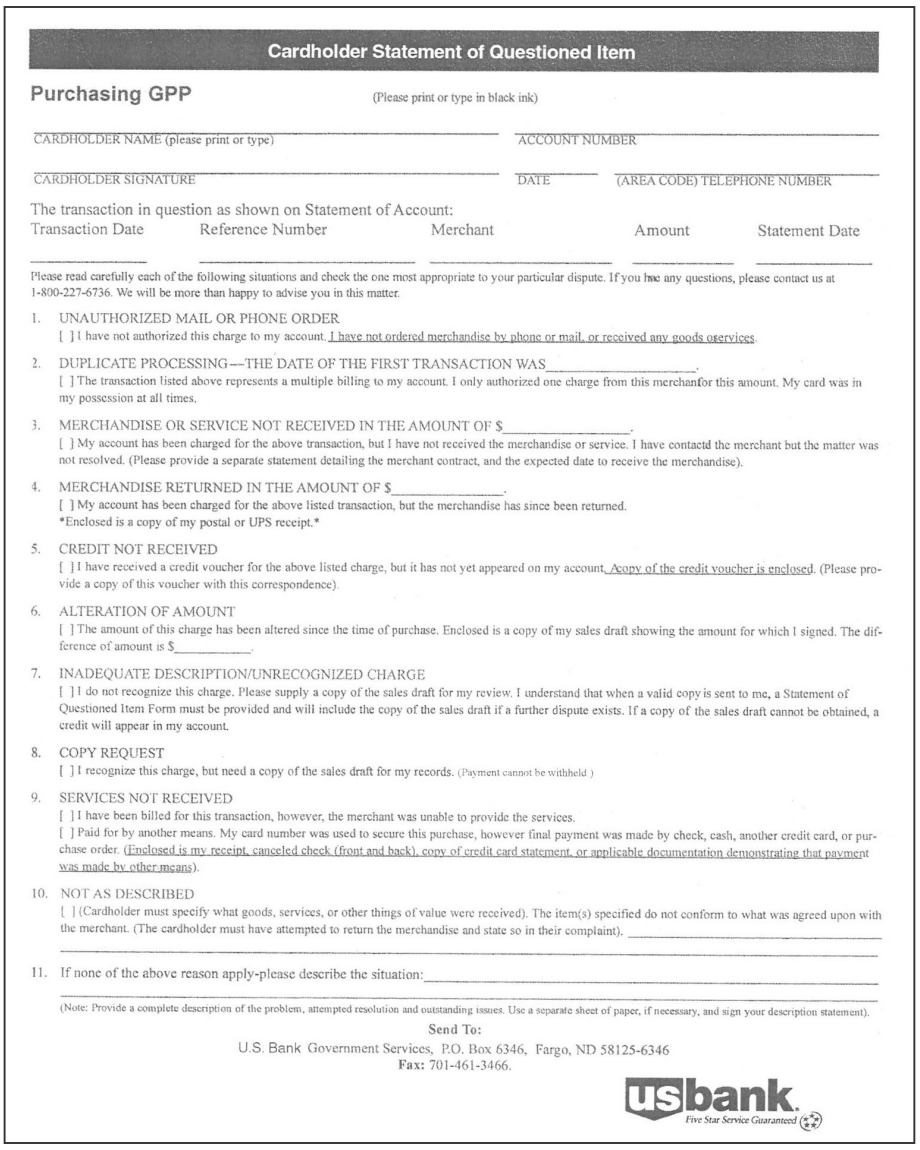
The following information is from the CAL-Card website:

The U.S. Bank Fraud Prevention Unit continually monitors accounts and transactions to prevent and halt fraud activity. If fraud activity is suspected, U.S. Bank Fraud Prevention Unit may contact cardholders by telephone to verify transactions or inform them about the use (or attempted use) of their credit card in a fraudulent manner.

Cardholders can help prevent fraud by promptly responding to the Fraud Prevention Unit and by carefully reviewing their Statement of Account. If the cardholder discovers a fraudulent transaction, the cardholder should report it to U.S. Bank Customer Service, **their Approving Authority** and **Program Administrator** immediately. U.S. Bank will work with the cardholder to confirm the validity of the transaction(s) in question. An affidavit may be mailed to the cardholder if the bank deems this necessary. It must be signed and returned. It may also be necessary to close the current account to prevent additional fraud activity. To help with the investigation, U.S. Bank may also request that the cardholder cut up the plastic card and return it to the Fraud Prevention Unit.

Direct any concerns about fraud on the CAL-Card to:

U.S. Bank
Customer Service
(800) 344-5696
Hours: 24-hours-a-day, seven-days-a-week



Cardholder Statement of Questioned Item

Purchasing GPP (Please print or type in black ink)

CARDHOLDER NAME (please print or type) _____ ACCOUNT NUMBER _____

CARDHOLDER SIGNATURE _____ DATE _____ (AREA CODE) TELEPHONE NUMBER _____

The transaction in question as shown on Statement of Account:

Transaction Date _____ Reference Number _____ Merchant _____ Amount _____ Statement Date _____

Please read carefully each of the following situations and check the one most appropriate to your particular dispute. If you hve any questions, please contact us at 1-800-227-6736. We will be more than happy to advise you in this matter.

1. UNAUTHORIZED MAIL OR PHONE ORDER
   [ ] I have not authorized this charge to my account. I have not ordered merchandise by phone or mail, or received any goods oservices.
2. DUPLICATE PROCESSING—THE DATE OF THE FIRST TRANSACTION WAS_____.
   [ ] The transaction listed above represents a multiple billing to my account. I only authorized one charge from this merchanfor this amount. My card was in my possession at all times.
3. MERCHANDISE OR SERVICE NOT RECEIVED IN THE AMOUNT OF $_____.
   [ ] My account has been charged for the above transaction, but I have not received the merchandise or service. I have contactd the merchant but the matter was not resolved. (Please provide a separate statement detailing the merchant contract, and the expected date to receive the merchandise).
4. MERCHANDISE RETURNED IN THE AMOUNT OF $_____.
   [ ] My account has been charged for the above listed transaction, but the merchandise has since been returned.
   Enclosed is a copy of my postal or UPS receipt.
5. CREDIT NOT RECEIVED
   [ ] I have received a credit voucher for the above listed charge, but it has not yet appeared on my account. Acopy of the credit voucher is enclosed. (Please provide a copy of this voucher with this correspondence).
6. ALTERATION OF AMOUNT
   [ ] The amount of this charge has been altered since the time of purchase. Enclosed is a copy of my sales draft showing the amount for which I signed. The difference of amount is $_____.
7. INADEQUATE DESCRIPTION/UNRECOGNIZED CHARGE
   [ ] I do not recognize this charge. Please supply a copy of the sales draft for my review. I understand that when a valid copy is sent to me, a Statement of Questioned Item Form must be provided and will include the copy of the sales draft if a further dispute exists. If a copy of the sales draft cannot be obtained, a credit will appear in my account.
8. COPY REQUEST
   [ ] I recognize this charge, but need a copy of the sales draft for my records. (Payment cannot be withheld.)
9. SERVICES NOT RECEIVED
   [ ] I have been billed for this transaction, however, the merchant was unable to provide the services.
   [ ] Paid for by another means. My card number was used to secure this purchase, however final payment was made by check, cash, another credit card, or purchase order. (Enclosed is my receipt, canceled check (front and back), copy of credit card statement, or applicable documentation demonstrating that payment was made by other means).
10. NOT AS DESCRIBED
    [ ] (Cardholder must specify what goods, services, or other things of value were received). The item(s) specified do not conform to what was agreed upon with the merchant. (The cardholder must have attempted to return the merchandise and state so in their complaint). _____
11. If none of the above reason apply-please describe the situation:_____

(Note: Provide a complete description of the problem, attempted resolution and outstanding issues. Use a separate sheet of paper, if necessary, and sign your description statement).

Send To:
U.S. Bank Government Services, P.O. Box 6346, Fargo, ND 58125-6346
Fax: 701-461-3466.

usbank. Five Star Service Guaranteed

IMPORTANT: The cardholder must also provide the following information to the Program Administrator:

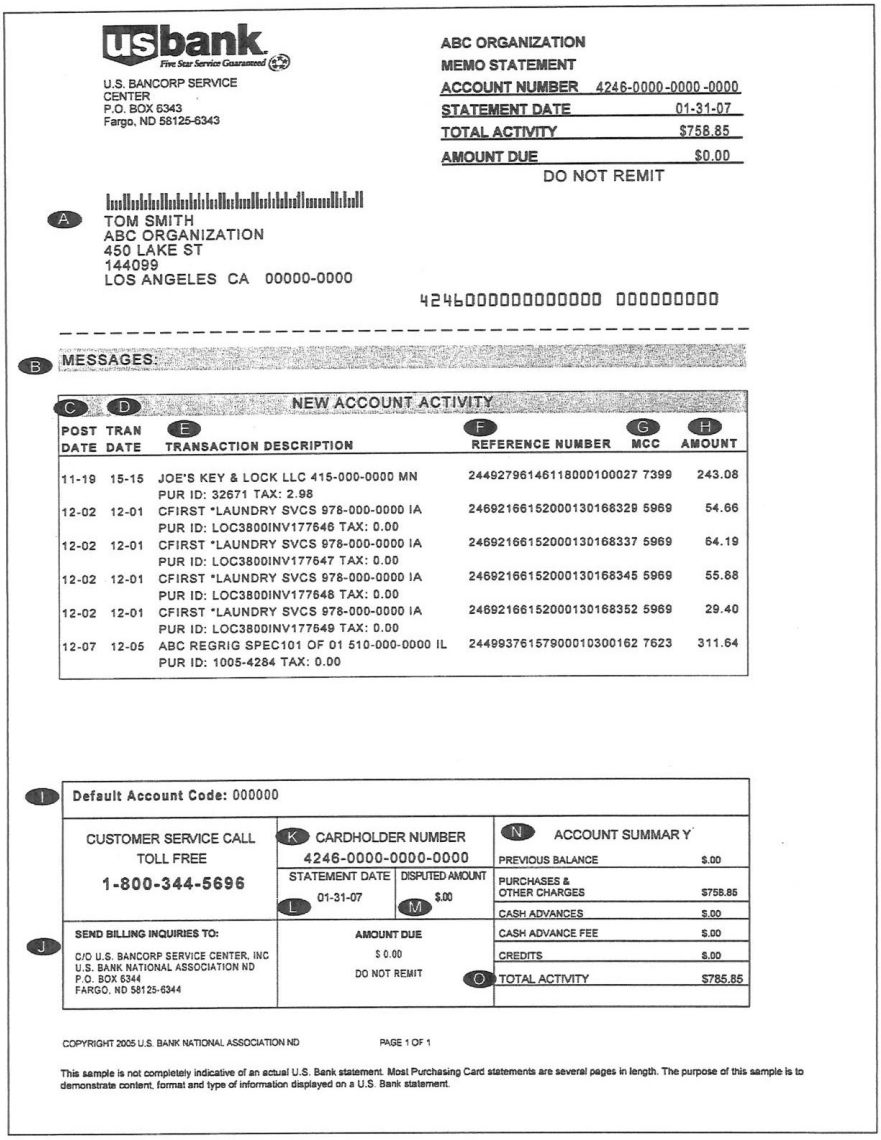
- The account number on which the fraud has been detected
- The date and dollar amount of the fraudulent transaction(s)
- The date the cardholder first contacted, or was contacted by, U.S. Bank regarding the fraud
- The name of the U.S. Bank Fraud Representative investigating the account
- The new account number (if established)

The cardholder should reconcile their Cardholder Statement by circling any unauthorized item and writing "fraud" next to the items. Deduct the fraudulent charges from the total amount owed and/or process the statement as required by agency policy. **Do not submit a cardholder Statement of Questioned Item form for fraudulent transactions. It is important for the cardholder to monitor subsequent Cardholder Statements to confirm credits are received to clear the fraud amounts and to apply the credits to clear the fraud charges from their accounts.**

15.) Disputed (questioned) items

The **Card-holder's Statement of Questioned Items** form is available from the CAL-Card website. It details the most common reasons for a dispute over a CAL-Card charge. Contact the merchant first on disputed charges and attempt to resolve the issue with the merchant. If unable to resolve the issue with the merchant, the next step is the **Cardholder Statement of Questioned Item** form. Follow the instructions on the form and submit one copy to U.S. Bank. The cardholder should submit a second copy with their monthly CAL-Card statement.

Sample Cardholder Statement of Account



usbank
Five Star Service Guaranteed

U.S. BANCORP SERVICE CENTER
P.O. BOX 6343
Fargo, ND 58125-6343

ABC ORGANIZATION
MEMO STATEMENT
ACCOUNT NUMBER 4246-0000-0000-0000
STATEMENT DATE 01-31-07
TOTAL ACTIVITY $758.85
AMOUNT DUE $0.00
DO NOT REMIT

A
TOM SMITH
ABC ORGANIZATION
450 LAKE ST
144099
LOS ANGELES CA 00000-0000

4246000000000000 000000000

B MESSAGES:

C D NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	E TRANSACTION DESCRIPTION	F REFERENCE NUMBER	G MCC	H AMOUNT
11-19	15-15	JOE'S KEY & LOCK LLC 415-000-0000 MN PUR ID: 32671 TAX: 2.98	24492796146118000100027	7399	243.08
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177646 TAX: 0.00	24692166152000130168329	5969	54.66
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177647 TAX: 0.00	24692166152000130168337	5969	64.19
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177648 TAX: 0.00	24692166152000130168345	5969	55.88
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177649 TAX: 0.00	24692166152000130168352	5969	29.40
12-07	12-05	ABC REGRIG SPEC101 OF 01 510-000-0000 IL PUR ID: 1005-4284 TAX: 0.00	24499376157900010300162	7623	311.64

I Default Account Code: 000000

CUSTOMER SERVICE CALL TOLL FREE
1-800-344-5696

K CARDHOLDER NUMBER
4246-0000-0000-0000

STATEMENT DATE L 01-31-07
DISPUTED AMOUNT M $.00

N ACCOUNT SUMMARY

PREVIOUS BALANCE	$.00
PURCHASES & OTHER CHARGES	$758.85
CASH ADVANCES	$.00
CASH ADVANCE FEE	$.00
CREDITS	$.00
O TOTAL ACTIVITY	$785.85

J SEND BILLING INQUIRIES TO:
C/O U.S. BANCORP SERVICE CENTER, INC
U.S. BANK NATIONAL ASSOCIATION ND
P.O. BOX 6344
FARGO, ND 58125-6344

AMOUNT DUE
$ 0.00
DO NOT REMIT

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This sample is not completely indicative of an actual U.S. Bank statement. Most Purchasing Card statements are several pages in length. The purpose of this sample is to demonstrate content, format and type of information displayed on a U.S. Bank statement.

16.) Procedures after purchase / reviewing the statement

It is recommended that the cardholder establishes a routine that they follow for each

purchase made on their card. After a purchase, put the receipt or email confirmation of an order into a file folder that is specifically used to hold CAL-Card receipts. Packing slips can also be put into this folder. The cardholder should also label each receipt / confirmation / packing slip with the thirteen-digit account (budget) number.

U.S. Bank will send the cardholder a Statement of Account after the close of the billing cycle on the 22nd of each month. The statement should arrive in the mail on approximately the last day of the month. **No statement will be sent if there have been no charges on the CAL-Card in the previous billing cycle.** The Cardholder Statement itemizes each transaction that was posted to the card during that billing cycle. Statements are also available for viewing online; the Purchasing division can assist if a cardholder does not receive their statement by the 5th of the month.

Cardholder Statement of Account Explanation

Section/Explanation:

A. CARDHOLDER: Your name as it appears on your card, along with your agency/organization name and office address

B. MESSAGE: Your agency/organization, or U.S. Bank may provide important program information here

C. POST DATE: The date U.S. Bank Government Services received, processed and posted the transaction posted to the account

D. TRAN DATE: The date of your purchase. This date should match the date on the sales receipt provided by the merchant

E. TRANSACTION DESCRIPTION: The merchant's name, city and state

F. REFERENCE NUMBER: A six-digit number used internally by U.S. Bank to record the transaction posted to the account

G. MCC CODE: The MCC or Merchant Category Code assigned by the merchant's processing bank and used by the third party processor's system to identify the type of merchant or product sold

H. AMOUNT: The amount of each purchase as shown on your copy of the sales draft

I. DEFAULT ACCOUNTING CODE: The Default Accounting Code assigned to your purchasing card, if applicable. All purchases will be automatically associated with this code

J. STATEMENT CORRESPONDENCE ADDRESS: The statements billing inquiry correspondence address

K. CARDHOLDER ACCOUNT NUMBER: The 16-digit account number on your card or account

L. STATEMENT DATE: The date your Cardholder Statement of Account is issued and sent to you

M. DISPUTED AMOUNT: The net total dollar amount of transactions in dispute

N. ACCOUNT SUMMARY: Summary of account activity by charge category

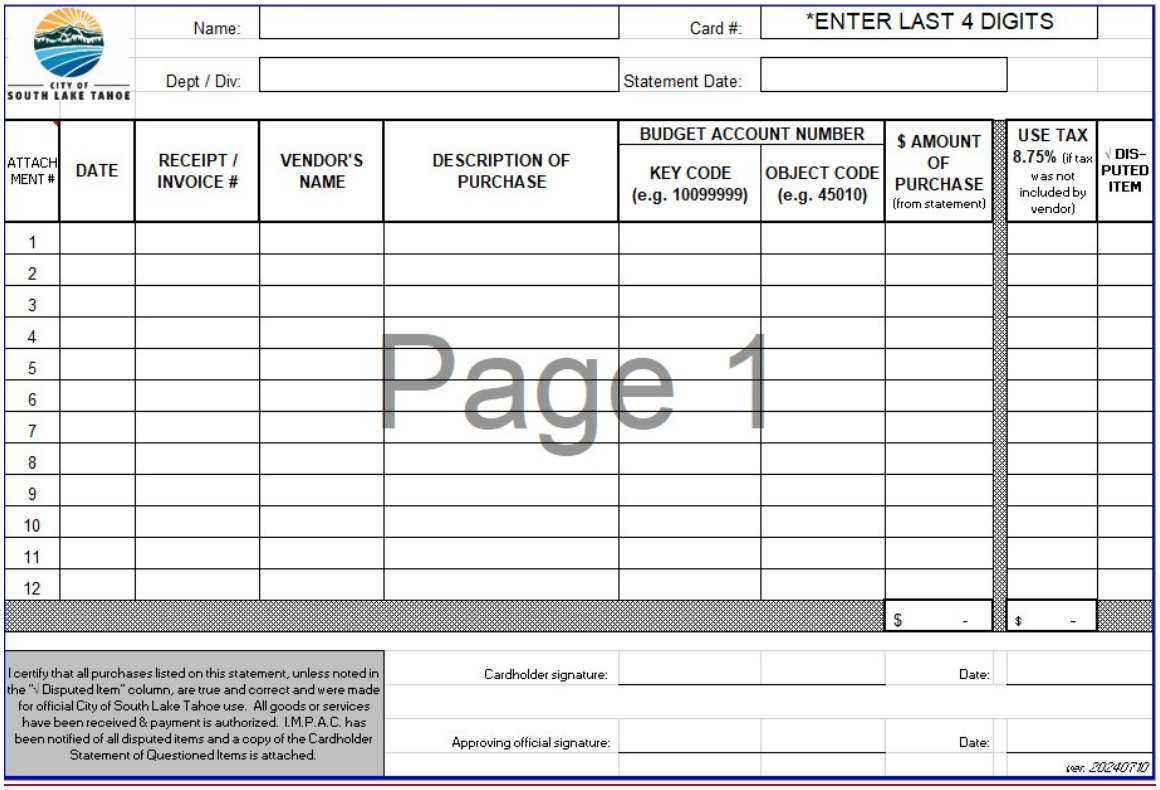
O. TOTAL ACTIVITY: Total balance of purchases and other charges, fees and credits since last statement date

The cardholder must review the statement for accuracy. Attach the receipts / confirmations / packing slips to the statement in the order listed on the statement. It is helpful to number the receipts if there are multiple purchases and list that number next to that purchase on the statement. Attach any credit vouchers or notes about returned items. The ~~thirteen digit~~thirteen-digit account (budget)

number for each purchase should also be clearly listed on the statement next to each purchase.

NOTE FROM ACCOUNTS PAYABLE: A Monthly Bank Card Purchase Report is required with submittal of monthly statement.

The Monthly Bank Card Purchase Report serves as an expense report. It also provides the detail necessary of the purchases that were made. A complete Description of Purchase is required.



CITY OF SOUTH LAKE TAHOE

Name: | Card #: *ENTER LAST 4 DIGITS

Dept / Div: | Statement Date:

ATTACHMENT #	DATE	RECEIPT / INVOICE #	VENDOR'S NAME	DESCRIPTION OF PURCHASE	BUDGET ACCOUNT NUMBER		$ AMOUNT OF PURCHASE (from statement)	USE TAX 8.75% (if tax was not included by vendor)	√ DISPUTED ITEM
					KEY CODE (e.g. 10099999)	OBJECT CODE (e.g. 45010)			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12							$ -	$ -	

Page 1

I certify that all purchases listed on this statement, unless noted in the "√ Disputed Item" column, are true and correct and were made for official City of South Lake Tahoe use. All goods or services have been received & payment is authorized. I.M.P.A.C. has been notified of all disputed items and a copy of the Cardholder Statement of Questioned Items is attached.

Cardholder signature: | Date:

Approving official signature: | Date:

ver. 20240710

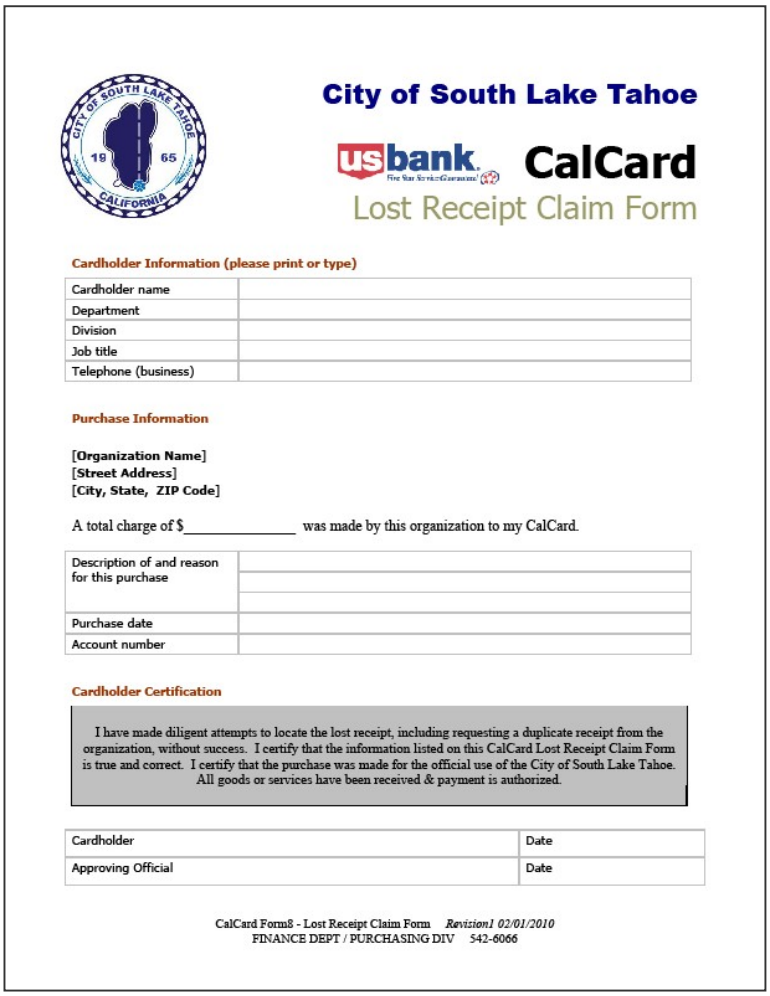
~~It is the responsibil~~

NOTES ON SALES TAX / USE TAX: Out-of state merchants might not collect the State of California sales tax for the goods being sold. Nevertheless, the City is liable for the payment of this tax. In the "USE TAX" column on the report, enter the amount of sales tax that should have been collected by the merchant (aka "Use Tax"). The City is licensed to pay this amount directly to the State Board of Equalization in Sacramento.

The statement with attached receipts must be submitted to Accounts Payable on time (by the **10th day of the month**) even if the cardholder is out of the office.

17.) Missing or lost receipts

It is the responsibility of the cardholder to ensure that there is an **itemized receipt** for each and every purchase. It is understood that, on rare occasions, a receipt might be misplaced or damaged. The cardholder should make a diligent effort to obtain a duplicate receipt from the merchant if the original is lost. If a duplicate receipt cannot be located, the cardholder must~~should~~ submit a **Lost Receipt Claim Form** with the statement. The form should clearly detail what was purchased along with the merchant's name and address. The cardholder also certifies on the form that the purchase was made for City business and that **every effort** was made to obtain a copy of the receipt. The **Lost Receipt Claim Form** is a last resort and should be used if no other documentation is available. A lost receipt should be a rare occurrence for the cardholder and must be signed by the Department Head. A habitual problem with lost receipts can result in disciplinary action for the offending cardholder including the revoking of CAL-Card privileges.



City of South Lake Tahoe

usbank CalCard

Lost Receipt Claim Form

Cardholder Information (please print or type)

Cardholder name	
Department	
Division	
Job title	
Telephone (business)	

Purchase Information

[Organization Name]
[Street Address]
[City, State, ZIP Code]

A total charge of $_____ was made by this organization to my CalCard.

Description of and reason for this purchase	
Purchase date	
Account number	

Cardholder Certification

I have made diligent attempts to locate the lost receipt, including requesting a duplicate receipt from the organization, without success. I certify that the information listed on this CalCard Lost Receipt Claim Form is true and correct. I certify that the purchase was made for the official use of the City of South Lake Tahoe. All goods or services have been received & payment is authorized.

Cardholder	Date
Approving Official	Date

CalCard Form8 - Lost Receipt Claim Form *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

18.) Increasing or decreasing the $ limit on a CAL-Card

Typical ~~he minimum initial~~ dollar limits on a CAL-Card is usually:

$1,500.00 up to $7,000 maximum for a single purchase
$3,000.00 **up to $10,000** maximum per billing cycle.

These amounts can vary depending on the Approving Authority's departmental needs. The billing cycle starts on the 23rd of the month and ends on the 22nd of the following month. The head of the department may request a higher limit depending upon the responsibilities of the cardholder. The Director of Finance has the final say on determining the dollar limit of the card. To request a temporary or permanent change in the CAL-Card limits for a cardholder, the head of the employee's department/division should fill out and submit to Finance a **Request for a Change to CalCard Limits.** Temporary changes will revert back to the original limits at the start of the new billing cycle on the 23rd of the month.



City of South Lake Tahoe

usbank CalCard

Request for a Change to CalCard Limits

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date of request	

Card current limits -- Current: **Requested new limits:**

Single-purchase limit $_____ Single-purchase limit $_____

Billing cycle limit $_____ Billing cycle limit $_____

Reason that this CalCard holder needs an increase or decrease to their card limits	

☐ temporary increase - or - ☐ permanent increase

Signatures of approval

Cardholder	Date
Head of Employee's Div or Dept	Date
Finance Dept	Date

☐ CalCard limit change request has been sent to US Bank *(date)* by Purchasing Div

CalCard Form6 - Request for a Change to CalCard Limits *New 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

19.) Cancellation of a CAL-Card

A CAL-Card is a privilege and not a right. A CAL-Card can be cancelled at any time and for any reason by the proper City authority. There are two main reasons for closing a CAL-Card: the cardholder is no longer employed by the City or the cardholder's duties have changed and they no longer require a CAL-Card.



City of South Lake Tahoe

usbank CalCard

Cancellation of Card

Please cancel and close the CalCard account for the cardholder listed below.

Card Holder Information (please print or type)

Cardholder name	
Department	
Division	
Job title, (or former title)	
Cancel CalCard	☐ immediately - or - (date)

CalCard information

Card number	Exp date

CalCard closure reason (U.S. Bank status or other)

☐ T9 Terminated ☐ V9 Voluntarily Closed ☐ Other ...

Briefly describe the "other" closure reason	

Authorized City representative requesting that the card be closed

☐ Approving Authority ☐ Dept Head ☐ Human Resources ☐ Finance

The CalCard account referenced above should be closed. I attest that I have personally destroyed the card or that I have returned the card to the Purchasing Division to be destroyed.

Signature	Date

CalCard Form7 – Cancellation of Card *New 02/03/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

The employee should turn in their CalAL-Ceard to their Approving Authority when requested or as part of the "Exit" process when they leave employment. The card should be sent to the Finance Dept. to be destroyed. A **Cancellation of Card form** must be filled out when a card is destroyed. The card-destroyer attests that the card has been shredded or otherwise rendered unusable. The completed form is kept in a binder by the Program Administrator. This form attests that the City property (the CAL-Card) has been returned to the City.

The **Cancellation of Card** form does not need to be filled out if an employee is receiving a new CAL-Card due to the card being closed by U.S. Bank. This can be because of third-party fraud or if the old card has expired or can no longer be used. The employee needs to complete a **CalCard Receipt Acknowledgement** form for the new card

and submit the completed form to Finance. An employee cannot have more than one active CAL-Card at a time.

20.) Discipline for improper use of the CAL-Card

Use of the CAL-Card is a privilege and not a right. CAL-Card holders are expected to maintain the highest standards of ethics when using the card.

Depending on the severity of the violation, the **"Three-Strike Rule"** is in effect:

1. The first improper use of the CAL-Card will result in a review of the policy and procedures with the cardholder by the Approving Authority.
2. The second impropepr use of the CAL-Card will result in a written warning to the Cal Card holder and their ~~and a memo to the immediate supervisor and the~~ Ddepartment Hhead.
3. The third instance of improper use will result in suspension of card use or termination of card use. An e-mail ~~memo~~ concerning the problem will be sent to the Department Head ~~of the department~~, the Human Resources department, and the City Manager. Gross negligence or fraud by the card holder may result in additional discipline up to and including termination of employment.

21.) U.S. Bank Access Online electronic management program

U.S. Bank Access Online is a web-based electronic program management tool that provides cardholders with quick access to their account information. It enables cardholders to view their account activity and billing statements online. In addition, it aggregates the purchasing information for the City into one comprehensive database.

Visit web site https://wbt.access.usbank.com/ to register. Click on the "Register Online" link. Self-registration is intuitive. Enter the requested information. Type in the CAL-Card card number when asked for the "Account Number". When asked to enter the "Organization Short Name", please use CALCRD.

The site also offers tutorial lessons so that a cardholder can feel comfortable when using the website. A cardholder should contact the Program Administrator if they have difficulties registering with the site.

22.) Frequently asked questions (FAQs) about CAL-Card

Questions and answers about the CAL-Card program can be found on the State of California Department of General Services website:
www.pd.dgs.ca.gov/calcard

23.) Forms

All forms required in this policy can be found in Outlook Public Folders/ Purchasing/ Forms or contact the Finance Department and they can be sent via e-mail.

24.) Contact Information

U.S. Bank Customer Service:
Toll free: 800-344-5696
Fax: 866-851-7347

CAL-Card Program Administrator:
Lori Marino, Principal Management Analyst
530-542-7410

CAL-Card Program Assistant Administrator:
Olga Tikhomirova, Director of Finance
530-542-7431

CAL-Card payments:
Akemi Nishimura, Accounts Payable
530-542-6061
530-542-6041 (fax)

Cardholder's Approving Authority:

Department Head

CAL-Card User Handbook

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6	6.) CAL-Card activation steps
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This handbook is intended to establish guidelines for the City of South Lake Tahoe CAL-Card holder. These guidelines establish basic policy and procedures in how to properly use the card.

City officials and employees seeking to learn more about the CAL-Card program should visit the State of California Department of General Services website: **www.pd.dgs.ca.gov/calcard**

***NOTE**: The forms pictured in this handbook are for illustration purposes only. Copies of the form may be obtained from the Public Folders on Microsoft Outlook.*
Go to: **Public Folders → All Folders → Purchasing → 2024 Cal Card Policy**

1.) What is a "CAL-Card?"

The "CAL-Card" program is one of the payment methods used by the City of South Lake Tahoe for the purchase of goods generally costing less than $1,000.00. The State of California has a master service agreement (MSA 5-06-99-01) with U. S. Bank to provide VISA bankcard services. The CAL-Card is a cost-free payment mechanism available to government agencies such as the City. The use of the CAL-Card was approved by the City of South Lake Tahoe City Council on June 4, 2002. Currently, over 92 City of South Lake Tahoe employees hold a CAL-Card for day-to-day use or for use in a declared emergency.

CAL-Cards are procurement cards, *not credit cards*. The intent is to be used to purchase small dollar goods for convenience in conducting city business. The balance must be paid each billing cycle. These cards work just like a VISA charge card with the exception of a number of unique controls that have been developed specifically for the procurement card program.

CAL-Cards are not meant to replace traditional procurement methods such as contracts for services, purchase orders, direct payments, and Payment Requests, etc. CAL-Cards are essential when placing orders over the Internet. They simplify the purchase and payment of low-dollar value goods. More merchants, especially those out-of-state, do not accept a purchase order but will take a VISA payment.

CAL-Cards improve merchant relations by making it easier to do business with the City. First-time merchants do not have to send in a credit application. By using the CAL-card to make a purchase, the merchant is paid immediately for the

purchase. The City has up to 45 days to make payment on all of their purchases during the previous month. There is a rebate for prompt payment.

The CAL-Card is issued in the name of the cardholder and billed to the City of South Lake Tahoe. Graphics make it easy to distinguish a CAL-Card from personal card. U.S. Bank will have no cardholder information other than their name, work address and phone number. U.S Bank does not collect the cardholder's social security number and they do not perform a credit check on the cardholder.

2.) Advantages to the City for using the CAL-Card program

- VISA acceptance allows for an expanded supplier base
- Suppliers paid promptly
- Obtain goods when needed
- Walk-in, telephone, and on-line procurements
- Reduces the number of purchase orders
- Reduces or eliminates the need for petty cash
- Validated controls for the Cardholder and Program Administrator
- No membership or administrative fees
- No minimum card count or spend amount
- Invoices due 45 days from invoice date
- Visa dispute rights, fraud protection and VISA Waiver Liability coverage
- Streamlines the accounts payable process by reducing the number of checks issued
- Average Transaction, Volume Sales and Prompt Payment rebates.

The three rebates referenced above are computed as follows:

1. Average Transaction Rebate

The following formula will be used to determine the Average Transaction Incentive for each participating agency:

Total Sales (Quarterly) x **0.75** = Average Transaction Rebate
of Transactions (Quarterly)

Distribution of the Quarterly Average Transaction Rebate shall include the following condition:

Computed Quarterly Average Transaction Rebate to the Participating Agency shall not exceed 2% of the Participating Agency's Quarterly Total Spend. Amount in excess of 2% of the Participating Agency's Quarterly Total Spend shall be forwarded to the Department of General Services under the heading of Administrative Fee - Excess Quarterly Average Transaction Rebate.

2. Volume Sales Rebate

The following formula will be used to determine the Volume Sale Incentive for each participating agency:

Total Sales (each individual participating agency) x **.00393** = Volume Sales Rebate

3. Prompt Payment Rebate

The following formula will be used to determine the Prompt Payment Incentive for each participating agency:

(45- Client Held Days)/45X.0045XQuarterly Volume Sales

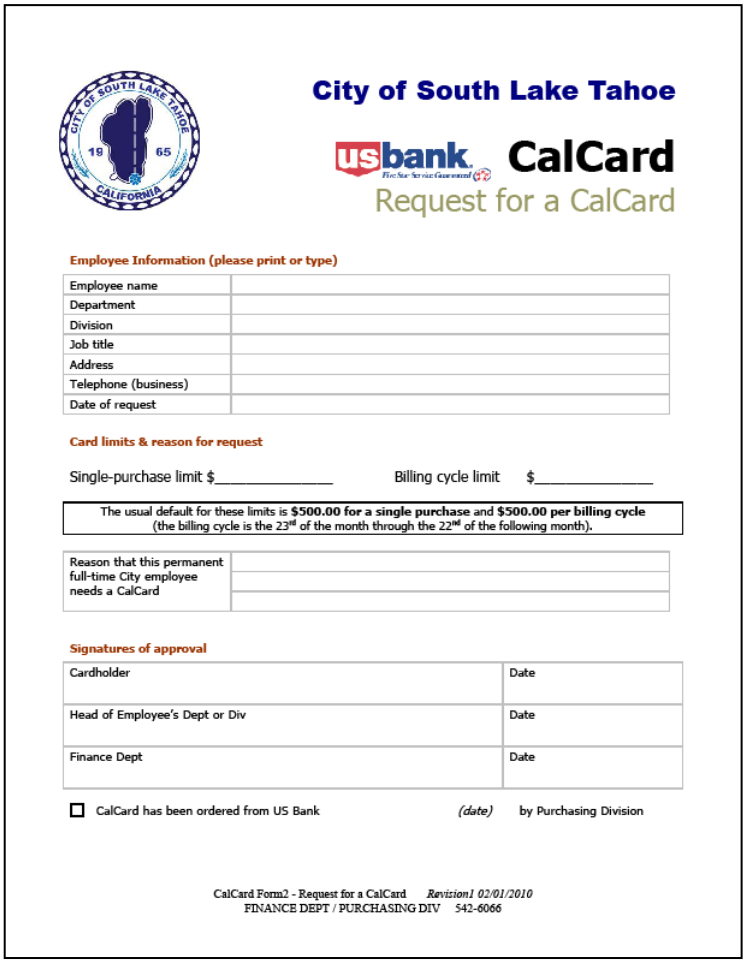
3.) CAL-Card ethics

Employee of the City of South Lake Tahoe should always conduct themselves with the highest level of ethics, and exercise good judgment in the stewardship of public funds. This especially applies to use of the CAL-Card. There are several controls built into the card and into the program that limit the potential for abuse. When considering a questionable purchase, the cardholder should ask themselves: *"Would my manager, the City Council, and the public approve?"*

All City documents relating to purchases are public records and subject to disclosure under the California Public Records Act, including CAL-Card purchase records.

4.) Obtaining a CAL-Card

The Department Head determines which **full-time employees** will be responsible for City purchases and should have a CAL-Card procurement card. The Department Head submits a **Request for a CalCard Form** to the Finance Department. This form includes employee information and justification for requiring a CAL-Card. This request is reviewed and approved by the Finance Dept. Upon approval, the Cal Card Administrator applies for a card for the individual through the U.S. Bank website. Generally, a card is issued and received in a week or less.



City of South Lake Tahoe

usbank CalCard

Request for a CalCard

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date of request	

Card limits & reason for request

Single-purchase limit $_____ Billing cycle limit $_____

The usual default for these limits is **$500.00 for a single purchase** and **$500.00 per billing cycle** (the billing cycle is the 23rd of the month through the 22nd of the following month).

Reason that this permanent full-time City employee needs a CalCard	

Signatures of approval

Cardholder	Date
Head of Employee's Dept or Div	Date
Finance Dept	Date

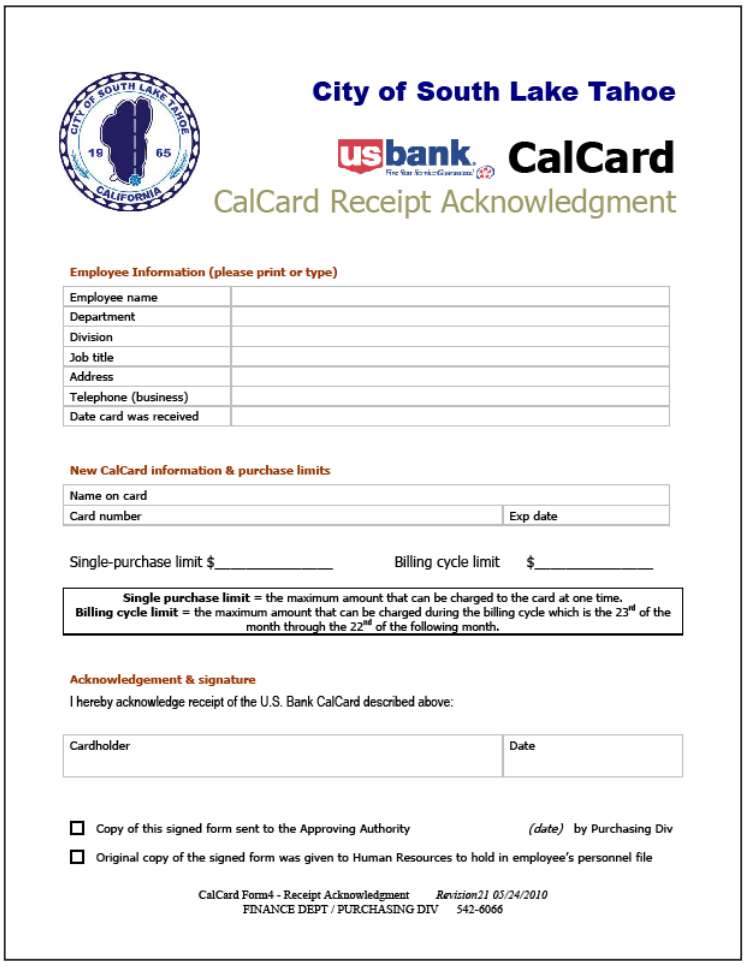
☐ CalCard has been ordered from US Bank *(date)* by Purchasing Division

CalCard Form2 - Request for a CalCard *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

The new cardholder must attend a training session detailing how to use the CAL-Card and the rights and responsibilities of a CAL-Card holder. A copy of this guidebook is given to the new cardholder and should be kept it as a reference. Contact the Program Administrator if additional training is required.

5.) Receipt of a CAL-Card

The new cardholder must sign a **CalCard Receipt Acknowledgement** form that details information about the card issued, including the card number and dollar limits. This signed acknowledgement is kept in an employee file in the Finance Dept. The card must be surrendered when the cardholder leaves the employ of the City. This form must also be signed if an employee receives a new card due to original card being lost, stolen, or cancelled due to fraudulent activity.



City of South Lake Tahoe

usbank CalCard

CalCard Receipt Acknowledgment

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date card was received	

New CalCard information & purchase limits

Name on card	
Card number	Exp date

Single-purchase limit $_____ Billing cycle limit $_____

Single purchase limit = the maximum amount that can be charged to the card at one time.
Billing cycle limit = the maximum amount that can be charged during the billing cycle which is the 23rd of the month through the 22nd of the following month.

Acknowledgement & signature

I hereby acknowledge receipt of the U.S. Bank CalCard described above:

Cardholder	Date

☐ Copy of this signed form sent to the Approving Authority *(date)* by Purchasing Div

☐ Original copy of the signed form was given to Human Resources to hold in employee's personnel file

CalCard Form4 - Receipt Acknowledgment *Revision21 05/24/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

6.) CAL-Card activation steps

The new cardholder should follow the steps below to activate their new CAL-Card. The following information should be on hand before the call is made: the 16-digit account (card) number, the mailing address and zip code, the business telephone number *and the 4-digit numeric number designated by the Program Administrator.*

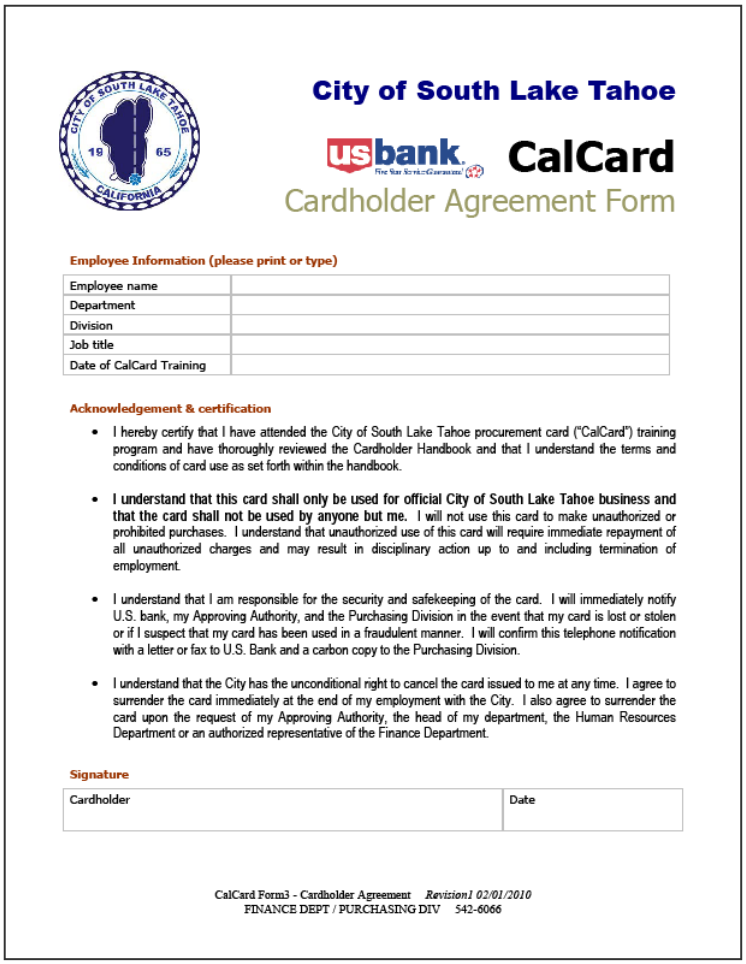
A. Call **1-800-344-5696** from a touch-tone phone.
B. Respond to each of the following prompts.
C. "Welcome to the Corporate Payment Systems Customer Service. Please enter your 16-digit account (card) number".
D. "Please enter the 5-digit ZIP code of your mailing address."
E. "To activate your account, press 1".

F. "To activate your account number, please key in the last four digits of your card. Do not enter your social security number. ***Use the 4-digit numeric number designated by the Program Administrator rather than your social security number.***
G. "Please enter your business telephone number, beginning with the area code."
H. "Your account has been successfully activated. Thank you."

7.) Cardholder responsibilities

Once training has been completed, the cardholder must sign a **Cardholder Agreement** form to acknowledge they are familiar with, and adhere to, the City's policies and procurement guidelines. The CAL-Card is a privilege granted by the City and this privilege can be revoked at any time and for any reason.

There are several responsibilities related to the issuance of a CAL-Card:



City of South Lake Tahoe

usbank CalCard

Cardholder Agreement Form

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Date of CalCard Training	

Acknowledgement & certification

- I hereby certify that I have attended the City of South Lake Tahoe procurement card ("CalCard") training program and have thoroughly reviewed the Cardholder Handbook and that I understand the terms and conditions of card use as set forth within the handbook.
- **I understand that this card shall only be used for official City of South Lake Tahoe business and that the card shall not be used by anyone but me.** I will not use this card to make unauthorized or prohibited purchases. I understand that unauthorized use of this card will require immediate repayment of all unauthorized charges and may result in disciplinary action up to and including termination of employment.
- I understand that I am responsible for the security and safekeeping of the card. I will immediately notify U.S. bank, my Approving Authority, and the Purchasing Division in the event that my card is lost or stolen or if I suspect that my card has been used in a fraudulent manner. I will confirm this telephone notification with a letter or fax to U.S. Bank and a carbon copy to the Purchasing Division.
- I understand that the City has the unconditional right to cancel the card issued to me at any time. I agree to surrender the card immediately at the end of my employment with the City. I also agree to surrender the card upon the request of my Approving Authority, the head of my department, the Human Resources Department or an authorized representative of the Finance Department.

Signature

Cardholder	Date

CalCard Form3 - Cardholder Agreement *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

A. City Code chapter 3.45 regarding Purchasing Policies and Procedures applies to all CAL-Card purchases.
B. The cardholder must ensure that there are sufficient funds in the account that will be used to pay for the purchase.
C. The card must be signed on the back in the signature panel.
D. The card holder **must obtain an itemized receipt at the point of purchase** and verify it for accuracy.
E. The card must be kept secure at all times and is not to be used by anyone other than the cardholder.

F. The cardholder must notify U.S. Bank Customer Service of any billing discrepancies, fraudulent activity, or lost or stolen cards.
G. The cardholder must notify the Program Administrator of name, address, telephone, or other changes to their account.
H. The cardholder must review the monthly statement for accuracy and ensure that it is submitted to their Approving Authority in a timely manner.
I. The least expensive item that suits the needs of the purchase should be what is purchased.

Violations in any of the above areas are grounds for revocation of all CAL-Card privileges.

8.) Restricted and prohibited purchases

The CAL-Card can be used at any merchant that accepts VISA cards for payments of purchases. However, there are some restrictions built into the procurement card that do not exist for personal credit cards.

The CAL-Card has a number of controls and data reporting features. These controls are based upon the International Merchant Purchase Authorization Card (I.M.P.A.C.) program. These controls ensure that the card is only used by the authorized individuals for authorized purchases by programming the card with specific tracking codes prior to initial use of the card. These codes identify which merchants will accept the CAL-Card. They also specify the maximum dollar amounts authorized for the cardholder.

The following merchant category codes are excluded from the CAL-Card program (the cardholder is **prohibited** from purchasing these items):

A. Wire transfers and money orders
B. Financial institutions – manual and automatic cash advances
C. Non-financial institutions – foreign currency, traveler's checks, etc.
D. Convenience checks
E. Security brokers and dealers
F. Savings bonds
G. Timeshares
H. Betting, casino gaming chips, off-track betting
I. Political organizations
J. Religious organizations
K. Court costs including alimony and child support
L. Fines
M. Bail and bond payment

In addition, these items are restricted from purchase using a Cal Card:

A. Services or Purchases that require a contract, PO, or signed agreement.
B. Fixed asset purchases ($10,000.00 or more) must be purchased with a purchase order.
C. Purchases over $9,999.00 requiring 3 bids.
D. Purchases of Alcohol
E. **Purchase of electronic equipment such as cellular phones, computers, printers, monitors, hardware, software, etc. must be purchased by the Information Technology division only.** Small purchases such as USB drives, keyboards, mouse, mouse pads etc. must be approved by IT for compatibility via email prior to purchase.
F. Purchase of vehicle parts, services, or small engine equipment such as snowblowers, lawnmowers etc**., require approval of the Fleet** Division. Provide email documentation of approval with Cal Card Statement.
G. Purchase of Gift Cards, Gift Certificates, E-Certificates.
H. Purchase of Meals (see Local Training Policy for exceptions).
I. Recurring charges (monthly fees, memberships, utilities, etc.) require Finance Department approval. Provide email documentation of approval with Cal Card Statement.
J. Purchases should not be split to circumvent per transaction and per-month credit limits, nor should multiple cards be used to purchase one item or service.
K. Portions of larger purchases whereas the total purchase may not be applicable for a Cal Card purchases or the Purchasing thresholds, for example deposits for a larger purchase.
L. Purchases that do not follow the City Code or Administrative Regulations for Purchasing

Restrictions related to the City's Travel and Local Training Policies are addressed in separate policies located on the City's website under "Finance/ Financial Policies", and in Public Folders in Outlook, under Finance Department, Travel-Training Policies.

9.) Merchant responsibilities (aka: What the seller does)

The merchant, upon presentation of the CAL-card for a purchase, completes a sales draft. The card number, expiration date, cardholder name and sometimes the three-digit number on the back of the card are collected. The date and amount of the purchase are recorded along with a brief description of the item(s) being purchased. The transaction will also bear the merchant's name and identification.

The merchant will obtain authorization for the transaction via a direct link to the VISA authorization network or telephone line. The merchant will obtain an authorization number approving the purchase. The authorization will be denied if the purchase puts the CAL-Card over its limit or if the purchase is excluded by I.M.P.A.C.

10.) Approving Authority responsibilities

The Department Head in each department is the Approving Authority to determine which employees shall be issued CAL-Cards and the dollar limits for those cards. The Signature Authority in each department is responsible for insuring that all purchases comply with the City's CAL-Card program and purchasing policies.

Other duties of the Signature Authority include:

A. Reviewing cardholder's statements that all purchases are appropriate and are being charged to the correct account (budget) number.
B. Ensuring that all documentation (receipts, acknowledgements, packing slips, etc) are attached to the cardholder statement.
C. Signing and dating the cardholder statement on the "Approver" line to certify that the statement is correct.
D. Reporting to the head of the department and the Program Administrator any gross violations made by the cardholder.
E. Submitting all cardholder statements to Accounts Payable in a timely manner.
F. Resolving issues related to a cardholder's purchase.

Delegation of Signature Authority:

Finance Director approves for:	City Manager
City Manager approves for:	Direct Report Employees, Department Heads, & City Clerk/Elected Officials
Department Heads approve for:	Division Managers, City Employees
Division Managers approve for:	Direct Report Employees

11.) Finance Department responsibilities

The Finance Department is responsible for administering the CAL-Card procurement card program as well as coordinating, developing, and administering a complete training program. This includes maintaining a CAL-Card handbook and the appropriate forms related to CAL-Card use.

Accounts Payable (A/P) is responsible for issuing the final payment to U.S. Bank. A/P notifies the cardholder or Signature Authority if statement submissions are incomplete, such as receipts, account numbers, or signatures missing. A/P reports to the Purchasing division any violations of CAL-Card use by a cardholder A/P noticed at the time of paying the statement.

The **Director of Finance and/or City Manager** has the final City authority on cards that should be revoked or who should receive a CAL-Card and what the dollar limits should be. The Director of Finance serves as the Assistant Program Administrator in the absence of the Program Administrator.

12.) U.S. Bank responsibilities

U.S. Bank has been contracted by the State of California Department of General Services to administer the CAL-card procurement card program. This includes all of the details related to running a procurement card program including issuing cards, monitoring card use and correcting fraud issues, offering rebates for prompt payment, etc. U.S. Bank also makes available a website for transacting CAL-Card business.

13.) Reporting lost or stolen cards

The following information is from the CAL-Card website:

> **It is important to emphasize to cardholders the need to immediately notify U.S. Bank Customer Service of any CAL-Card loss or theft.**
> When a CAL-Card is lost or stolen, the cardholder must **immediately notify U.S. Bank, their Approver and Program Administrator**.
> To notify U.S. Bank call: (800) 344-5696 or Outside the U.S. call collect: (701) 461-2020. These numbers are answered 24/7. U.S. Bank Customer Service will request the following information:
>
> 1. Cardholder's complete name

2. Account number
3. Circumstances surrounding the loss of the card
4. Any purchase(s) made on the day the card was lost or stolen
5. Details of last purchase amount and location
6. Cardholder verification information (one or all of these may be asked):
   - Zip code
   - Phone number
   - Billing Address
   - Credit Limits

NOTE: This information is needed to protect the agency and to prevent fraudulent use of the lost or stolen card. Once the loss or theft has been reported to U.S. Bank, a new card, with new account number, will be mailed to the agency or cardholder within two business days. To facilitate billing and account reconciliation, purchases made after the cycle date and prior to the lost/stolen date, are automatically billed under the new account number assigned to the cardholder.

Cardholders should be advised to carefully review their new Statement of Account and immediately report any incorrect billings to U.S. Bank Customer Service at (800) 344-5696

14.) Fraudulent activity

The following information is from the CAL-Card website:

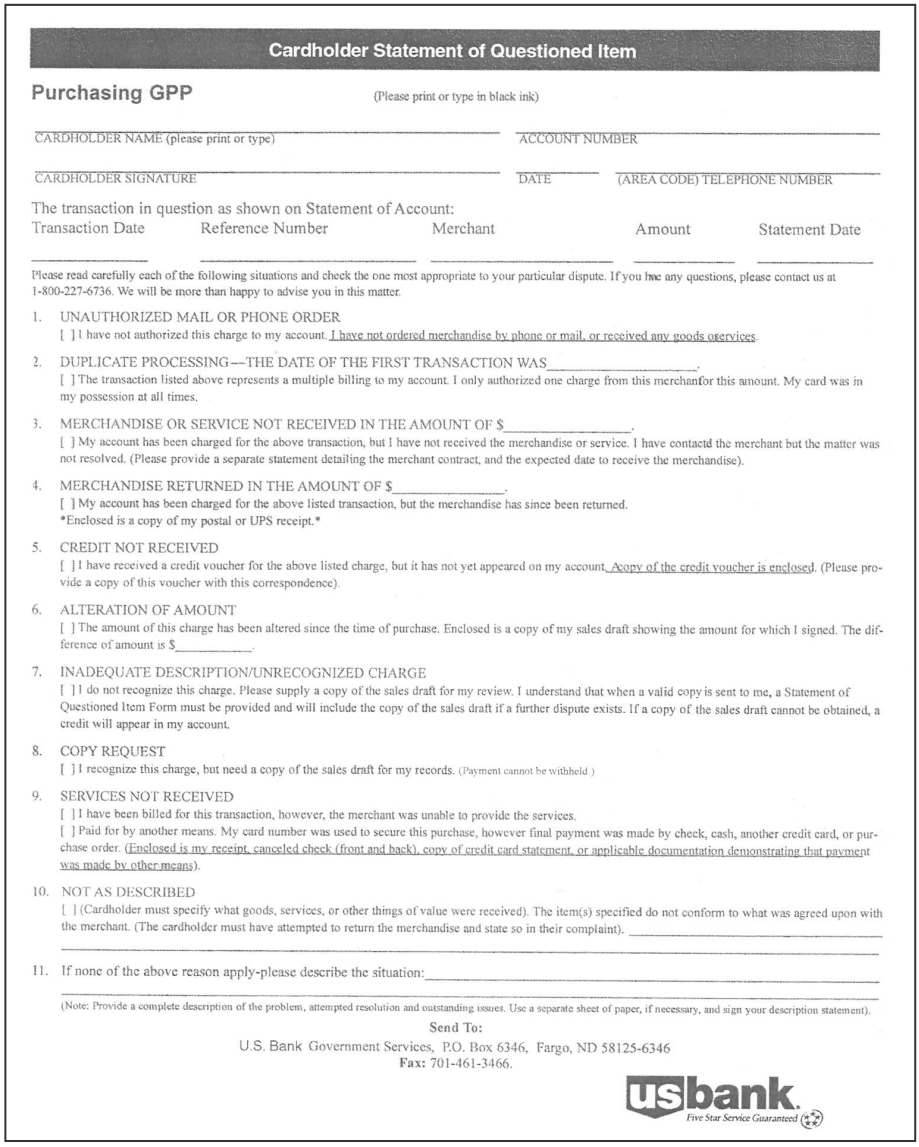
The U.S. Bank Fraud Prevention Unit continually monitors accounts and transactions to prevent and halt fraud activity. If fraud activity is suspected, U.S. Bank Fraud Prevention Unit may contact cardholders by telephone to verify transactions or inform them about the use (or attempted use) of their credit card in a fraudulent manner.

Cardholders can help prevent fraud by promptly responding to the Fraud Prevention Unit and by carefully reviewing their Statement of Account. If the cardholder discovers a fraudulent transaction, the cardholder should report it to U.S. Bank Customer Service, **their Approving Authority** and **Program Administrator** immediately. U.S. Bank will work with the cardholder to confirm the validity of the transaction(s) in question. An affidavit may be mailed to the cardholder if the bank deems this necessary. It must be signed and returned. It may also be necessary to close the current account to prevent additional fraud activity. To help with the investigation, U.S. Bank may also request that the cardholder cut up the plastic card and return it to the Fraud Prevention Unit.

Direct any concerns about fraud on the CAL-Card to:

U.S. Bank
Customer Service

(800) 344-5696
Hours: 24-hours-a-day, seven-days-a-week



Cardholder Statement of Questioned Item

Purchasing GPP (Please print or type in black ink)

CARDHOLDER NAME (please print or type) _____ ACCOUNT NUMBER _____

CARDHOLDER SIGNATURE _____ DATE _____ (AREA CODE) TELEPHONE NUMBER _____

The transaction in question as shown on Statement of Account:

Transaction Date	Reference Number	Merchant	Amount	Statement Date

Please read carefully each of the following situations and check the one most appropriate to your particular dispute. If you hve any questions, please contact us at 1-800-227-6736. We will be more than happy to advise you in this matter.

1. UNAUTHORIZED MAIL OR PHONE ORDER
   [ ] I have not authorized this charge to my account. I have not ordered merchandise by phone or mail, or received any goods oservices.
2. DUPLICATE PROCESSING—THE DATE OF THE FIRST TRANSACTION WAS_____.
   [ ] The transaction listed above represents a multiple billing to my account. I only authorized one charge from this merchant for this amount. My card was in my possession at all times.
3. MERCHANDISE OR SERVICE NOT RECEIVED IN THE AMOUNT OF $_____.
   [ ] My account has been charged for the above transaction, but I have not received the merchandise or service. I have contacted the merchant but the matter was not resolved. (Please provide a separate statement detailing the merchant contract, and the expected date to receive the merchandise).
4. MERCHANDISE RETURNED IN THE AMOUNT OF $_____.
   [ ] My account has been charged for the above listed transaction, but the merchandise has since been returned.
   Enclosed is a copy of my postal or UPS receipt.
5. CREDIT NOT RECEIVED
   [ ] I have received a credit voucher for the above listed charge, but it has not yet appeared on my account. Acopy of the credit voucher is enclosed. (Please provide a copy of this voucher with this correspondence).
6. ALTERATION OF AMOUNT
   [ ] The amount of this charge has been altered since the time of purchase. Enclosed is a copy of my sales draft showing the amount for which I signed. The difference of amount is $_____.
7. INADEQUATE DESCRIPTION/UNRECOGNIZED CHARGE
   [ ] I do not recognize this charge. Please supply a copy of the sales draft for my review. I understand that when a valid copy is sent to me, a Statement of Questioned Item Form must be provided and will include the copy of the sales draft if a further dispute exists. If a copy of the sales draft cannot be obtained, a credit will appear in my account.
8. COPY REQUEST
   [ ] I recognize this charge, but need a copy of the sales draft for my records. (Payment cannot be withheld.)
9. SERVICES NOT RECEIVED
   [ ] I have been billed for this transaction, however, the merchant was unable to provide the services.
   [ ] Paid for by another means. My card number was used to secure this purchase, however final payment was made by check, cash, another credit card, or purchase order. (Enclosed is my receipt, canceled check (front and back), copy of credit card statement, or applicable documentation demonstrating that payment was made by other means).
10. NOT AS DESCRIBED
    [ ] (Cardholder must specify what goods, services, or other things of value were received). The item(s) specified do not conform to what was agreed upon with the merchant. (The cardholder must have attempted to return the merchandise and state so in their complaint). _____
11. If none of the above reason apply-please describe the situation:_____

(Note: Provide a complete description of the problem, attempted resolution and outstanding issues. Use a separate sheet of paper, if necessary, and sign your description statement).

Send To:
U.S. Bank Government Services, P.O. Box 6346, Fargo, ND 58125-6346
Fax: 701-461-3466.

usbank Five Star Service Guaranteed

IMPORTANT: The cardholder must also provide the following information to the Program Administrator:

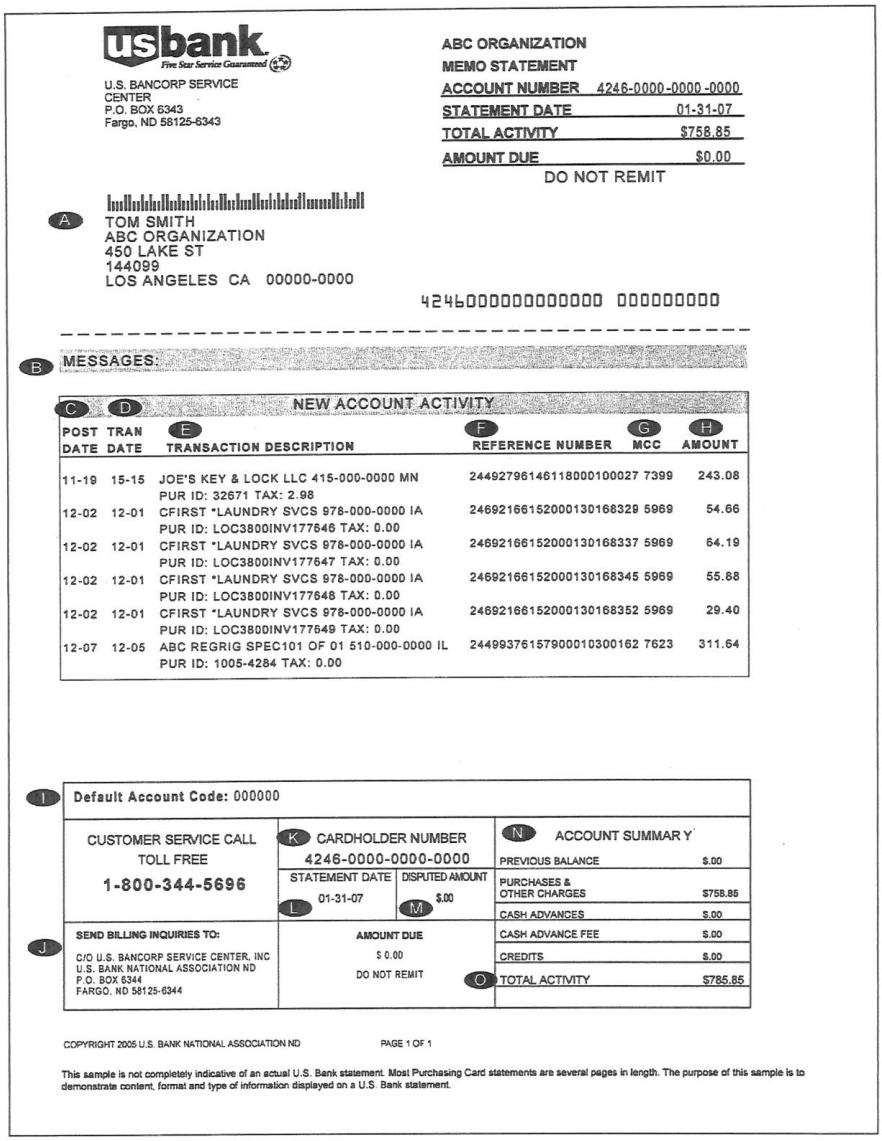
- The account number on which the fraud has been detected
- The date and dollar amount of the fraudulent transaction(s)
- The date the cardholder first contacted, or was contacted by, U.S. Bank regarding the fraud
- The name of the U.S. Bank Fraud Representative investigating the account
- The new account number (if established)

The cardholder should reconcile their Cardholder Statement by circling any unauthorized item and writing “fraud” next to the items. Deduct the fraudulent charges from the total amount owed and/or process the statement as required by agency policy. **Do not submit a cardholder Statement of Questioned Item form for fraudulent transactions. It is important for the cardholder to monitor subsequent Cardholder Statements to confirm credits are received to clear the fraud amounts and to apply the credits to clear the fraud charges from their accounts.**

15.) Disputed (questioned) items

The **Card-holder's Statement of Questioned Items** form is available from the CAL-Card website. It details the most common reasons for a dispute over a CAL-Card charge. Contact the merchant first on disputed charges and attempt to resolve the issue with the merchant. If unable to resolve the issue with the merchant, the next step is the **Cardholder Statement of Questioned Item** form. Follow the instructions on the form and submit one copy to U.S. Bank. The cardholder should submit a second copy with their monthly CAL-Card statement.

Sample Cardholder Statement of Account



U.S. BANCORP SERVICE CENTER
P.O. BOX 6343
Fargo, ND 58125-6343

ABC ORGANIZATION
MEMO STATEMENT
ACCOUNT NUMBER 4246-0000-0000-0000
STATEMENT DATE 01-31-07
TOTAL ACTIVITY $758.85
AMOUNT DUE $0.00
DO NOT REMIT

A
TOM SMITH
ABC ORGANIZATION
450 LAKE ST
144099
LOS ANGELES CA 00000-0000

4246000000000000 000000000

B MESSAGES:

C D NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	E TRANSACTION DESCRIPTION	F REFERENCE NUMBER	G MCC	H AMOUNT
11-19	15-15	JOE'S KEY & LOCK LLC 415-000-0000 MN PUR ID: 32671 TAX: 2.98	24492796146118000100027	7399	243.08
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177646 TAX: 0.00	24692166152000130168329	5969	54.66
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177647 TAX: 0.00	24692166152000130168337	5969	64.19
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177648 TAX: 0.00	24692166152000130168345	5969	55.88
12-02	12-01	CFIRST *LAUNDRY SVCS 978-000-0000 IA PUR ID: LOC3800INV177649 TAX: 0.00	24692166152000130168352	5969	29.40
12-07	12-05	ABC REGRIG SPEC101 OF 01 510-000-0000 IL PUR ID: 1005-4284 TAX: 0.00	24499376157900010300162	7623	311.64

I Default Account Code: 000000

CUSTOMER SERVICE CALL TOLL FREE
1-800-344-5696

K CARDHOLDER NUMBER
4246-0000-0000-0000

STATEMENT DATE L: 01-31-07
DISPUTED AMOUNT M: $.00

J SEND BILLING INQUIRIES TO:
C/O U.S. BANCORP SERVICE CENTER, INC
U.S. BANK NATIONAL ASSOCIATION ND
P.O. BOX 6344
FARGO, ND 58125-6344

AMOUNT DUE
$ 0.00
DO NOT REMIT

N ACCOUNT SUMMARY

PREVIOUS BALANCE	$.00
PURCHASES & OTHER CHARGES	$758.85
CASH ADVANCES	$.00
CASH ADVANCE FEE	$.00
CREDITS	$.00
O TOTAL ACTIVITY	$785.85

COPYRIGHT 2005 U.S. BANK NATIONAL ASSOCIATION ND PAGE 1 OF 1

This sample is not completely indicative of an actual U.S. Bank statement. Most Purchasing Card statements are several pages in length. The purpose of this sample is to demonstrate content, format and type of information displayed on a U.S. Bank statement.

16.) Procedures after purchase / reviewing the statement

It is recommended that the cardholder establishes a routine that they follow for each purchase made on their card. After a purchase, put the receipt or email confirmation of an order into

a file folder that is specifically used to hold CAL-Card receipts. Packing slips can also be put into this folder. The cardholder should also label each receipt / confirmation / packing slip with the thirteen-digit account (budget) number.

U.S. Bank will send the cardholder a Statement of Account after the close of the billing cycle on the 22nd of each month. The statement should arrive in the mail on approximately the last day of the month. **No statement will be sent if there have been no charges on the CAL-Card in the previous billing cycle.** The Cardholder Statement itemizes each transaction that was posted to the card during that billing cycle. Statements are also available for viewing online; the Purchasing division can assist if a cardholder does not receive their statement by the 5th of the month.

Cardholder Statement of Account Explanation

Section/Explanation:

A. CARDHOLDER: Your name as it appears on your card, along with your agency/organization name and office address

B. MESSAGE: Your agency/organization, or U.S. Bank may provide important program information here

C. POST DATE: The date U.S. Bank Government Services received, processed and posted the transaction posted to the account

D. TRAN DATE: The date of your purchase. This date should match the date on the sales receipt provided by the merchant

E. TRANSACTION DESCRIPTION: The merchant's name, city and state

F. REFERENCE NUMBER: A six-digit number used internally by U.S. Bank to record the transaction posted to the account

G. MCC CODE: The MCC or Merchant Category Code assigned by the merchant's processing bank and used by the third party processor's system to identify the type of merchant or product sold

H. AMOUNT: The amount of each purchase as shown on your copy of the sales draft

I. DEFAULT ACCOUNTING CODE: The Default Accounting Code assigned to your purchasing card, if applicable. All purchases will be automatically associated with this code

J. STATEMENT CORRESPONDENCE ADDRESS: The statements billing inquiry correspondence address

K. CARDHOLDER ACCOUNT NUMBER: The 16-digit account number on your card or account

L. STATEMENT DATE: The date your Cardholder Statement of Account is issued and sent to you

M. DISPUTED AMOUNT: The net total dollar amount of transactions in dispute

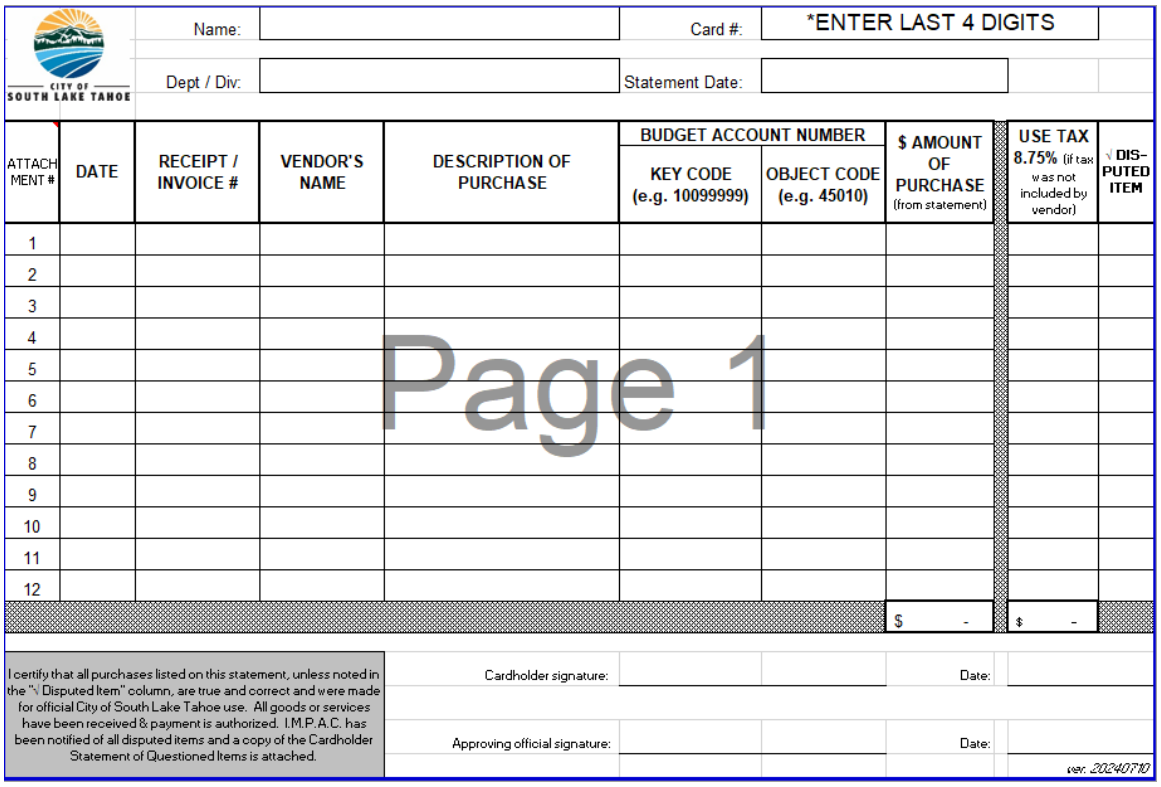
N. ACCOUNT SUMMARY: Summary of account activity by charge category

O. TOTAL ACTIVITY: Total balance of purchases and other charges, fees and credits since last statement date

The cardholder must review the statement for accuracy. Attach the receipts / confirmations / packing slips to the statement in the order listed on the statement. It is helpful to number the receipts if there are multiple purchases and list that number next to that purchase on the statement. Attach any credit vouchers or notes about returned items. The thirteen-digit account (budget) number for each purchase should also be clearly listed on the statement next to each purchase.

NOTE FROM ACCOUNTS PAYABLE: A **Monthly Bank Card Purchase Report is required with submittal of monthly statement.**

The Monthly Bank Card Purchase Report serves as an expense report. It also provides the detail necessary of the purchases that were made. A complete Description of Purchase is required.



CITY OF SOUTH LAKE TAHOE

Name: | Card #: *ENTER LAST 4 DIGITS

Dept / Div: | Statement Date:

ATTACHMENT #	DATE	RECEIPT / INVOICE #	VENDOR'S NAME	DESCRIPTION OF PURCHASE	BUDGET ACCOUNT NUMBER		$ AMOUNT OF PURCHASE (from statement)	USE TAX 8.75% (if tax was not included by vendor)	√ DISPUTED ITEM
					KEY CODE (e.g. 10099999)	OBJECT CODE (e.g. 45010)			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
							$ -	$ -	

Page 1

I certify that all purchases listed on this statement, unless noted in the "√ Disputed Item" column, are true and correct and were made for official City of South Lake Tahoe use. All goods or services have been received & payment is authorized. I.M.P.A.C. has been notified of all disputed items and a copy of the Cardholder Statement of Questioned Items is attached.

Cardholder signature: | Date:

Approving official signature: | Date:

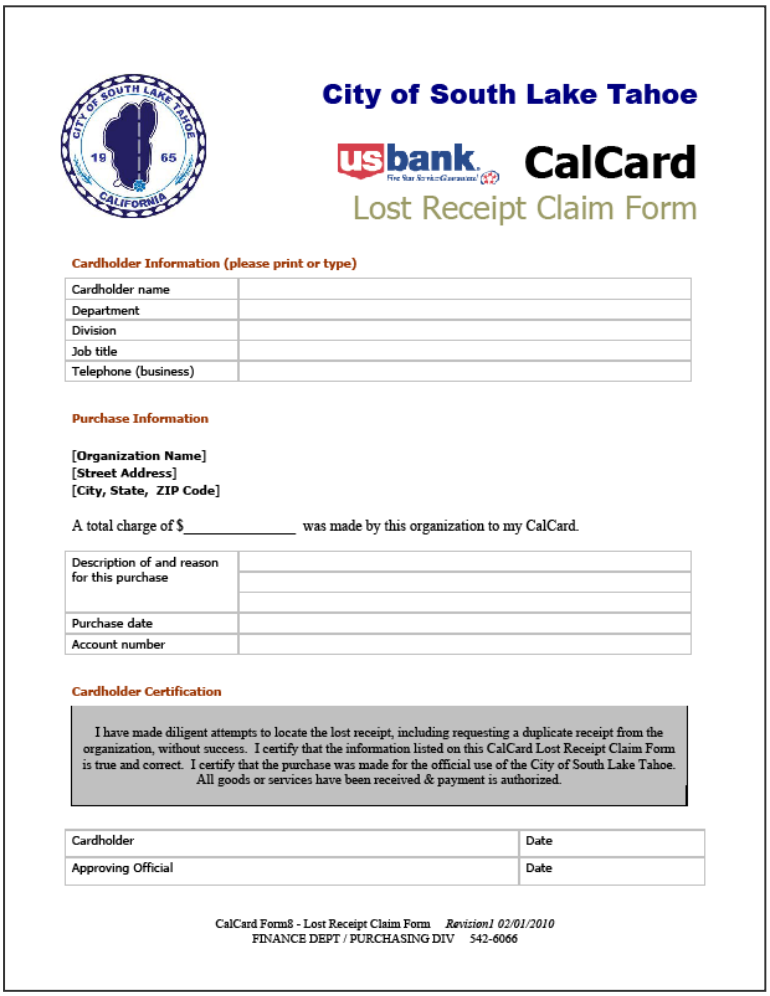
ver. 20240710

NOTES ON SALES TAX / USE TAX: Out-of state merchants might not collect the State of California sales tax for the goods being sold. Nevertheless, the City is liable for the payment of this tax. In the "USE TAX" column on the report, enter the amount of sales tax that should have been collected by the merchant (aka "Use Tax"). The City is licensed to pay this amount directly to the State Board of Equalization in Sacramento.

The statement with attached receipts must be submitted to Accounts Payable on time (by the **10th day of the month**) even if the cardholder is out of the office.

17.) Missing or lost receipts

It is the responsibility of the cardholder to ensure that there is an **itemized receipt** for each and every purchase. It is understood that, on rare occasions, a receipt might be misplaced or damaged. The cardholder should make a diligent effort to obtain a duplicate receipt from the merchant if the original is lost. If a duplicate receipt cannot be located, the cardholder must submit a **Lost Receipt Claim Form** with the statement. The form should clearly detail what was purchased along with the merchant's name and address. The cardholder also certifies on the form that the purchase was made for City business and that **every effort** was made to obtain a copy of the receipt. The **Lost Receipt Claim Form** is a last resort and should be used if no other documentation is available. A lost receipt should be a rare occurrence for the cardholder and must be signed by the Department Head. A habitual problem with lost receipts can result in disciplinary action for the offending cardholder including the revoking of CAL-Card privileges.



City of South Lake Tahoe

CalCard

Lost Receipt Claim Form

Cardholder Information (please print or type)

Cardholder name	
Department	
Division	
Job title	
Telephone (business)	

Purchase Information

[Organization Name]
[Street Address]
[City, State, ZIP Code]

A total charge of $_____ was made by this organization to my CalCard.

Description of and reason for this purchase	
Purchase date	
Account number	

Cardholder Certification

I have made diligent attempts to locate the lost receipt, including requesting a duplicate receipt from the organization, without success. I certify that the information listed on this CalCard Lost Receipt Claim Form is true and correct. I certify that the purchase was made for the official use of the City of South Lake Tahoe. All goods or services have been received & payment is authorized.

Cardholder	Date
Approving Official	Date

CalCard Form8 - Lost Receipt Claim Form *Revision1 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

18.) Increasing or decreasing the $ limit on a CAL-Card

Typical dollar limits on a CAL-Card is usually:

$1,500.00 up to $7,000 maximum for a single purchase
$3,000.00 up to $10,000 maximum per billing cycle.

These amounts can vary depending on the Approving Authority's departmental needs. The billing cycle starts on the 23rd of the month and ends on the 22nd of the following month. The head of the department may request a higher limit depending upon the responsibilities of the cardholder. The Director of Finance has the final say on determining the dollar limit of the card. To request a temporary or permanent change in the CAL-Card limits for a cardholder, the head of the employee's department/division should fill out and submit to Finance a **Request for a Change to CalCard Limits.** Temporary changes will revert back to the original limits at the start of the new billing cycle on the 23rd of the month.



City of South Lake Tahoe

usbank CalCard

Request for a Change to CalCard Limits

Employee Information (please print or type)

Employee name	
Department	
Division	
Job title	
Address	
Telephone (business)	
Date of request	

Card current limits -- Current: Requested new limits:

Single-purchase limit $_____ Single-purchase limit $_____

Billing cycle limit $_____ Billing cycle limit $_____

Reason that this CalCard holder needs an increase or decrease to their card limits	

☐ temporary increase - or - ☐ permanent increase

Signatures of approval

Cardholder	Date
Head of Employee's Div or Dept	Date
Finance Dept	Date

☐ CalCard limit change request has been sent to US Bank *(date)* by Purchasing Div

CalCard Form6 - Request for a Change to CalCard Limits *New 02/01/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

19.) Cancellation of a CAL-Card

A CAL-Card is a privilege and not a right. A CAL-Card can be cancelled at any time and for any reason by the proper City authority. There are two main reasons for closing a CAL-Card: the cardholder is no longer employed by the City or the cardholder's duties have changed and they no longer require a CAL-Card.



City of South Lake Tahoe

usbank CalCard

Cancellation of Card

Please cancel and close the CalCard account for the cardholder listed below.

Card Holder Information (please print or type)

Cardholder name	
Department	
Division	
Job title, (or former title)	
Cancel CalCard	☐ immediately - or - *(date)*

CalCard information

Card number	Exp date

CalCard closure reason (U.S. Bank status or other)

☐ T9 Terminated ☐ V9 Voluntarily Closed ☐ Other ...

Briefly describe the "other" closure reason	

Authorized City representative requesting that the card be closed

☐ Approving Authority ☐ Dept Head ☐ Human Resources ☐ Finance

The CalCard account referenced above should be closed. I attest that I have personally destroyed the card or that I have returned the card to the Purchasing Division to be destroyed.

Signature	Date

CalCard Form7 – Cancellation of Card *New 02/03/2010*
FINANCE DEPT / PURCHASING DIV 542-6066

The employee should turn in their Cal-Card to their Approving Authority when requested or as part of the "Exit" process when they leave employment. The card should be sent to the Finance Dept. to be destroyed. A **Cancellation of Card form** must be filled out when a card is destroyed. The card-destroyer attests that the card has been shredded or otherwise rendered unusable. The completed form is kept in a binder by the Program Administrator. This form attests that the City property (the CAL-Card) has been returned to the City.

The **Cancellation of Card** form does not need to be filled out if an employee is receiving a new CAL-Card due to the card being closed by U.S. Bank. This can be because of third-party fraud or if the old card has expired or can no longer be used. The employee needs to complete a **CalCard Receipt Acknowledgement** form for the new card and submit the completed form to Finance. An employee cannot have more than one active CAL-Card at a time.

20.) Discipline for improper use of the CAL-Card

Use of the CAL-Card is a privilege and not a right. CAL-Card holders are expected to maintain the highest standards of ethics when using the card.

Depending on the severity of the violation, the **"Three-Strike Rule"** is in effect:

1. The first improper use of the CAL-Card will result in a review of the policy and procedures with the cardholder by the Approving Authority.
2. The second improper use of the CAL-Card will result in a written warning to the Cal Card holder and their Department Head.
3. The third instance of improper use will result in suspension of card use or termination of card use. An e-mail concerning the problem will be sent to the Department Head, the Human Resources department, and the City Manager. Gross negligence or fraud by the card holder may result in additional discipline up to and including termination of employment.

21.) U.S. Bank Access Online electronic management program

U.S. Bank Access Online is a web-based electronic program management tool that provides cardholders with quick access to their account information. It enables cardholders to view their account activity and billing statements online. In addition, it aggregates the purchasing information for the City into one comprehensive database.

Visit web site https://wbt.access.usbank.com/ to register. Click on the "Register Online" link. Self-registration is intuitive. Enter the requested information. Type in the CAL-Card card number when asked for the "Account Number". When asked to enter the "Organization Short Name", please use CALCRD.

The site also offers tutorial lessons so that a cardholder can feel comfortable when using the website. A cardholder should contact the Program Administrator if they have difficulties registering with the site.

22.) Frequently asked questions (FAQs) about CAL-Card

Questions and answers about the CAL-Card program can be found on the State of California Department of General Services website:
www.pd.dgs.ca.gov/calcard

23.) Forms

All forms required in this policy can be found in Outlook Public Folders/ Purchasing/ Forms or contact the Finance Department and they can be sent via e-mail.

24.) Contact Information

U.S. Bank Customer Service:
Toll free: 800-344-5696
Fax: 866-851-7347

CAL-Card Program Administrator:
Lori Marino, Principal Management Analyst
530-542-7410

CAL-Card Program Assistant Administrator:
Olga Tikhomirova, Director of Finance
530-542-7431

CAL-Card payments:
Akemi Nishimura, Accounts Payable
530-542-6061
530-542-6041 (fax)

Cardholder's Approving Authority:
Department Head

Financial Policies:
Preserving Capital Investments - Fixed Assets
Capitalization and Inventory Control Policy

The City invests in capital assets such as property, plant, equipment, facilities and infrastructure. Preservation of such investments through regular maintenance and a long-term renovation plan is necessary to preserve the value of such capital investments. The City must also plan for the replacement of capital investments (particularly vehicles and equipment). The following policy requirements are intended to ensure the proper accounting and preservation of capital investments; and to provide a sound economic base for their replacement.

1. The budget should provide sufficient funding for adequate maintenance, renovation and the orderly replacement of capital assets such as equipment, fleet, facilities, streets and parks.

2. All capital assets should be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs.

3. A five-year schedule of equipment replacement and maintenance needs, as well as facilities, streets and parks renovation and maintenance needs should be prepared on an annual basis. Expenditures consistent with such plans shall be included in annual budget appropriations.

A. Capital Assets Definition, Classes, and Capitalization Thresholds

The City defines capital assets as any assets used in operations with an estimated useful life in excess of three years that have a value equal to or greater than the capitalization threshold for their respective asset class.

The Asset Classes and Capitalization Thresholds have been established as follows:

Asset Class	Threshold
Land	$50,000
Buildings/Building Improvements	$50,000/$10,000
Improvements Other Than Buildings	$10,000
Vehicles, Machinery, Specialty and Office Equipment	$10,000
Intangibles	$100,000
Infrastructure	$200,000
Construction in progress	$50,000
~~Lease purchase assets~~	~~Use threshold for the appropriate asset class~~

The threshold will generally not be applied to components of fixed assets.

1. Cost of Capital Assets

Capital Assets are recorded at historical cost or estimated historical cost if purchased or constructed. The cost should include ancillary charges necessary to place the asset into its intended location and condition for use. Items to include in the cost of capital asset are as follows:

- Original contract or invoice price
- Freight and transportation charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use, and other taxes imposed on the acquisition
- Installation charges
- Charges for testing and preparation for use
- Site preparation costs
- Professional fees

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Donated capital assets are valued at their fair value on the date of donation.

2. Depreciating Capital Assets

Property, plant and equipment, depreciable infrastructure and intangible assets of the City shall be depreciated using the straight-line method and applying the half-year convention method over the following useful lives.

Asset Class	Years
Buildings/Building Improvements	10-40
Improvements Other Than Buildings	3-10
Vehicles, Machinery, Specialty and Office Equipment	3-20
Intangibles (subject to depreciation/amortization)	As limited by contractual or legal provisions.
Infrastructure	10-40

It is the City's policy that capital assets have no residual value at the end of their lives. Land, Construction-in-Progress and certain intangible assets are not depreciated. If the asset is disposed of before the end of its useful life, a half-year of depreciation is allowable for the year of disposition.

3. Capital Assets Classes

Land

The surface of the earth, which can be used to support structures and roadways. Land is characterized as having an unlimited life (inexhaustible). Includes the cost of land itself and the cost of preparing land for its intended uses. Examples of items that might be capitalized as part of the cost of land include basic site improvements (e.g., excavation, fill, and grading), as well as the cost of removing, relocating, or reconstructing the property of others (e.g., power lines).

Buildings and Building Improvements

A structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.

Improvements to existing buildings that materially extend the useful life of a building, increase the value of a building, or both should be capitalized. The improvement must meet one of the following criteria:

- The improvement adds square footage to the existing building.
- The improvement is a major renovation that prepares an existing building for a new use.
- The improvement expenditure increases the life or value of the building by 25 percent of the original life or cost.

The cost of an improvement (or betterment) normally is added to the cost of the related structure, rather than treated as a separate asset.

Examples of expenditures to be capitalized as building improvements are as follows:

- Replacement of an old shingle roof with a new fireproof tile roof
- Upgrade of heating and cooling systems
- Structures attached to the building such as covered patios, sunrooms, garages, carports, enclosed stairwells, etc.
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, joists, steel grids, or other interior framing.

The following are examples of expenditures not to capitalize as improvements to buildings. Instead, these items should be recorded as maintenance expense:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value or life of the building

- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, such as draperies, blinds, curtain rods, wallpaper
- Maintenance-type interior renovation, such as repainting, touch-up, plastering, replacement of carpet, tile, or panel sections; sink and fixture refinishing, etc.
- Maintenance-type exterior renovation such as repainting, replacement of deteriorated siding, roof, or masonry sections
- Replacement of a part or component of a building with a new part of the same type and performance capabilities, such as replacement of an old boiler with a new one of the same type and performance capabilities

Improvements Other Than Buildings

This major asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land, but do not have an indefinite useful life. Examples include fences, retaining walls, parking lots, and most landscaping. Moveable items (e.g., picnic table in a park) should be classified as furnishings and equipment.

Vehicles, Machinery, Specialty and Office Equipment

Fixed or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of acquisition and rendered into service.

Examples of expenditures to be capitalized in this class include but are not limited to:

Vehicles
Computers and servers
Machinery
Furniture and fixtures

Intangible Assets

Intangible assets are characterized as lacking physical form (e.g., computer software, water rights, easements, and patents). Certain intangibles provide benefits indefinitely. In that case, no amortization expense would be recognized. Intangibles with the length of their life limited by contractual or legal provisions should be amortized over the period stated in the provisions.

Easements are interest in land owned by another that entitles its holder to a specific limited use. The estimated value of easements is immaterial and therefore will not be capitalized.

A right-of-way is a type of easement in which title remains with the property owner and therefore is not capitalized.

Infrastructure

Long-lived capital assets that normally are stationary in nature and are of value only to the City. Include, but are not limited to: roads and streets, curbs, gutters, bridges, streetlights, sidewalks, streetscape, bike paths, storm-water drainage improvements, roadway resurfacing, basin and stream environment zone construction, ramps, airfields and runways in Airport Enterprise fund. For the purpose of reporting this major class is separated into subclasses, such as Streets, Bike Paths, Streetscape, Basin and SEZ Construction, and Runways.

Construction in Progress

This major class is used for costs incurred to construct or develop a tangible or intangible capital asset before it is substantially ready to be placed into service. The costs should remain in this category until all retention money has been paid (at which time the asset would be reclassified into the appropriate major class).

B. Capital Assets Accountability and Control

When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.

Department heads are ultimately responsible for safeguarding its fixed assets from theft or loss. However, the Finance Department does recognize and acknowledge its responsibility to establish and maintain systems and procedures that enable department heads and program managers to properly safeguard their assets.

In ***general***, inventory control is applied only to movable fixed assets (generally these falling into the "Vehicles, Machinery and Equipment" category), and not to land, buildings, or other immovable fixed assets. Fixed assets subject to inventory control will be accounted for and controlled through the same systems and procedures used to account and control fixed assets subject to capitalization.

Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:

a. The original cost of the fixed asset is equal to or greater than $10,000 if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
b. Any asset less than the capitalization threshold, as recommended by the Finance Director. This may include certain machinery and equipment that, due to portability, value outside of the office, or character, are susceptible to theft and/or loss. It may include computer equipment and electronic devices such as laptops and iPhones, guns, weapons, and other movable items. Also included may be any asset requested by a department to be controlled in order to satisfy an internal (operational) or external

requirement. For example, the Finance Department (may wish to) tracks all computer hardware in order to establish replacement and upgrade requirements for both hardware and system software.

c. Any asset required to be controlled and separately reported pursuant to grant conditions or any other externally imposed reporting requirement.

Procedure: The goal is to tag all fixed assets that fall within the above categories without affecting the functionality or value of the product. Tags should be placed on the back of the equipment, somewhere where they can be found, but not necessarily stand out. The fixed asset addition form (**Exhibit I**) should be filled out as much as possible. A complete description of the asset should be obtained showing manufacturer, model, serial #, color and any other identifying criteria. The date purchased and cost should be entered when known. If not known, please estimate and mark (est.) after the data. It is understood that logistically some items cannot be tagged. These items still need to be inventoried and the information maintained in a department file.

C. Capital Assets Purchased with Federal Funds

Equipment (Capital Assets) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439.
These guidelines can be found at the following link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of $5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to $10,000 per Section 2 § CFR 200.313 and § 200.439.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
   - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

Surplus property shall be identified by the department, officially declared to the City Council, and after approval, eliminated from the fixed asset accountability list and sold at auction or to any organization or non-employee willing to pay fair market price, Alternatively, the city council may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions the city council may, in its discretion, elect.

In the event any single item of property is less than $10,000, the finance director shall have the authority to sell, or dispose of such surplus supplies or equipment by donation to local schools or nonprofit organizations, or if surplus has no value, by disposal at a refuse company, Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

Disposal of any real property shall be conducted in accordance with all applicable requirements of the Government Code, including but not limited to Government Code sections 50569, 65402, and 54220, et seq. Before disposing of any surplus property, the applicable department head shall ascertain the source of funds used to purchase the property and ensure that disposal will not violate any grant conditions or other applicable restrictions.

~~**Accounting for Leases:** Leases that do not transfer substantially all the benefits and risks of ownership are operating leases.~~

~~Capitalize a lease that transfers substantially all of the benefits and risks of property ownership, provided the lease is non-cancelable (only non-cancelable leases may be capitalized). One or more of four criteria must be met:~~

1. ~~Transfers ownership to the lessee.~~
2. ~~Contains a bargain purchase option.~~
3. ~~Lease term is equal to or greater than 75 percent of the estimated economic life of the leased property.~~
4. ~~The present value of the minimum lease payments (excluding executor costs) equals or exceeds 90 percent of the fair value of the lease property.~~

Account Coding: The account coding to be used for the purchase of capital outlay will be as follows:

For items costing $10,000 or more (these are considered Fixed Assets) use:

Object code # 46010 – Land
Object code # 46020 – Buildings and Building Improvements
Object code # 46030 – Improvements Other Than Buildings
Object code # 46110 – Machinery & Equipment ($10,000)
Object code # 46122 – Software
Object code # 46130 – Vehicles
Object code # 46140 – Furniture and Fixtures

For items costing less than $10,000 per unit (these are NOT considered Fixed Assets) use:

Object code # 46120 – Tools, Parts and Leases less than $10,000.

Attachments:

Exhibit I – Sample of Fixed Asset Addition Form

EXHIBIT I - SAMPLE OF FIXED ASSET ADDITION FORM

FIXED ASSET ADDITION FORM

TAG# _____ ITEM DESCRIPTION _____

MANUFACTURER/MODEL _____ SERIAL # _____

P.O. # _____ ITEM COST _____ VENDOR _____

DEPARTMENT _____ LOCATION _____

DATE RECEIVED _____ CLASS CODE _____

Additional Comments:

PROPERTY CONTACT _____

FINANCE CONTACT _____

DATE TAGGED _____

DATE RECEIVED BY FINANCE DEPARTMENT _____

--- FILL IN ALL MISSING BLANKS, MAKE COPY FOR YOUR RECORDS AND RETURN TO FINANCE/ACCOUNTING---

ATTACH THIS STICKER TO NEW ASSET ITEM:

Financial Policies:
Preserving Capital Investments - Fixed Assets
Capitalization and Inventory Control Policy

The City invests in capital assets such as property, plant, equipment, facilities and infrastructure. Preservation of such investments through regular maintenance and a long-term renovation plan is necessary to preserve the value of such capital investments. The City must also plan for the replacement of capital investments (particularly vehicles and equipment). The following policy requirements are intended to ensure the proper accounting and preservation of capital investments; and to provide a sound economic base for their replacement.

1. The budget should provide sufficient funding for adequate maintenance, renovation and the orderly replacement of capital assets such as equipment, fleet, facilities, streets and parks.

2. All capital assets should be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs.

3. A five-year schedule of equipment replacement and maintenance needs, as well as facilities, streets and parks renovation and maintenance needs should be prepared on an annual basis. Expenditures consistent with such plans shall be included in annual budget appropriations.

A. Capital Assets Definition, Classes, and Capitalization Thresholds

The City defines capital assets as any assets used in operations with an estimated useful life in excess of three years that have a value equal to or greater than the capitalization threshold for their respective asset class.

The Asset Classes and Capitalization Thresholds have been established as follows:

Asset Class	Threshold
Land	$50,000
Buildings/Building Improvements	$50,000/$10,000
Improvements Other Than Buildings	$10,000
Vehicles, Machinery, Specialty and Office Equipment	$10,000
Intangibles	$100,000
Infrastructure	$200,000
Construction in progress	$50,000

The threshold will generally not be applied to components of fixed assets.

1. Cost of Capital Assets

Capital Assets are recorded at historical cost or estimated historical cost if purchased or constructed. The cost should include ancillary charges necessary to place the asset into its intended location and condition for use. Items to include in the cost of capital asset are as follows:

- Original contract or invoice price
- Freight and transportation charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use, and other taxes imposed on the acquisition
- Installation charges
- Charges for testing and preparation for use
- Site preparation costs
- Professional fees

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Donated capital assets are valued at their fair value on the date of donation.

2. Depreciating Capital Assets

Property, plant and equipment, depreciable infrastructure and intangible assets of the City shall be depreciated using the straight-line method and applying the half-year convention method over the following useful lives.

Asset Class	Years
Buildings/Building Improvements	10-40
Improvements Other Than Buildings	3-10
Vehicles, Machinery, Specialty and Office Equipment	3-20
Intangibles (subject to depreciation/amortization)	As limited by contractual or legal provisions.
Infrastructure	10-40

It is the City's policy that capital assets have no residual value at the end of their lives. Land, Construction-in-Progress and certain intangible assets are not depreciated. If the asset is disposed of before the end of its useful life, a half-year of depreciation is allowable for the year of disposition.

3. Capital Assets Classes

Land

The surface of the earth, which can be used to support structures and roadways. Land is characterized as having an unlimited life (inexhaustible). Includes the cost of land itself and the cost of preparing land for its intended uses. Examples of items that might be capitalized as part of the cost of land include basic site improvements (e.g., excavation, fill, and grading), as well as the cost of removing, relocating, or reconstructing the property of others (e.g., power lines).

Buildings and Building Improvements

A structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.

Improvements to existing buildings that materially extend the useful life of a building, increase the value of a building, or both should be capitalized. The improvement must meet one of the following criteria:

- The improvement adds square footage to the existing building.
- The improvement is a major renovation that prepares an existing building for a new use.
- The improvement expenditure increases the life or value of the building by 25 percent of the original life or cost.

The cost of an improvement (or betterment) normally is added to the cost of the related structure, rather than treated as a separate asset.

Examples of expenditures to be capitalized as building improvements are as follows:

- Replacement of an old shingle roof with a new fireproof tile roof
- Upgrade of heating and cooling systems
- Structures attached to the building such as covered patios, sunrooms, garages, carports, enclosed stairwells, etc.
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, joists, steel grids, or other interior framing.

The following are examples of expenditures not to capitalize as improvements to buildings. Instead, these items should be recorded as maintenance expense:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value or life of the building

- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, such as draperies, blinds, curtain rods, wallpaper
- Maintenance-type interior renovation, such as repainting, touch-up, plastering, replacement of carpet, tile, or panel sections; sink and fixture refinishing, etc.
- Maintenance-type exterior renovation such as repainting, replacement of deteriorated siding, roof, or masonry sections
- Replacement of a part or component of a building with a new part of the same type and performance capabilities, such as replacement of an old boiler with a new one of the same type and performance capabilities

Improvements Other Than Buildings

This major asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land, but do not have an indefinite useful life. Examples include fences, retaining walls, parking lots, and most landscaping. Moveable items (e.g., picnic table in a park) should be classified as furnishings and equipment.

Vehicles, Machinery, Specialty and Office Equipment

Fixed or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of acquisition and rendered into service.

Examples of expenditures to be capitalized in this class include but are not limited to:

Vehicles
Computers and servers
Machinery
Furniture and fixtures

Intangible Assets

Intangible assets are characterized as lacking physical form (e.g., computer software, water rights, easements, and patents). Certain intangibles provide benefits indefinitely. In that case, no amortization expense would be recognized. Intangibles with the length of their life limited by contractual or legal provisions should be amortized over the period stated in the provisions.

Easements are interest in land owned by another that entitles its holder to a specific limited use. The estimated value of easements is immaterial and therefore will not be capitalized.

A right-of-way is a type of easement in which title remains with the property owner and therefore is not capitalized.

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Long-lived capital assets that normally are stationary in nature and are of value only to the City. Include, but are not limited to: roads and streets, curbs, gutters, bridges, streetlights, sidewalks, streetscape, bike paths, storm-water drainage improvements, roadway resurfacing, basin and stream environment zone construction, ramps, airfields and runways in Airport Enterprise fund. For the purpose of reporting this major class is separated into subclasses, such as Streets, Bike Paths, Streetscape, Basin and SEZ Construction, and Runways.

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FINANCE CONTACT _____

DATE TAGGED _____

DATE RECEIVED BY FINANCE DEPARTMENT _____

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ATTACH THIS STICKER TO NEW ASSET ITEM:

Financial Policies - Financial Reporting

Clear, accurate and understandable financial reporting provides accountability over all components of the City's financial affairs and ensures compliance with applicable statutory and other regulatory requirements. Financial reports shall meet requirements established by various governmental regulatory oversight organizations. Financial reports that are understandable by the public shall also be generally available.

A. Accounting Practices

The City shall establish accounting practices that conform to Generally Accepted Accounting Principles (GAAP) as set forth by the authoritative standard setting body for units of local government.

B. Annual Financial Audit

An annual audit shall be performed by an independent certified public accounting firm. An official annual comprehensive ~~annual~~ financial report (~~C~~ACFR) shall be issued no later than 6 months following year-end. The ~~C~~ACFR shall contain the independent auditor's report and financial statements of the City, along with operating results, statistical and demographic information about the City. This report shall be prepared under the guidelines of GAAP and the GFOA for Certificate of Achievement for Excellence in Financial Reporting Program. A management letter, the by-product of an annual audit, shall be provided by the independent certified public accounting firm in conjunction with the annual audit.

C. Financial and Management Report

The Finance Director shall submit a periodic financial report to the City Council as required by City Code Section 2.10.040.

D. Availability of Reports to the Public

The ~~C~~ACFR and other financial reports shall be available for public inspection and, to the extent practicable, shall be posted on the City website.

CITY OF SOUTH LAKE TAHOE

Financial Policies - Financial Reporting

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:4

Agenda Item: Agreement with California Tahoe Emergency Services Operations Authority for Medical Dispatch and Support Services

Executive Summary: This is a contract between the City of South Lake Tahoe Police Joint Communications Center and California Tahoe Emergency Services Operating Authority to provide dispatch and support services for ambulance emergency response. Similar agreements for service have been in place since 2014. This new contract will be in place from Sept 1, 2024 through Aug 31, 2029. CTESOA will pay the City of South Lake Tahoe $289,818.52 in year one, with a 3% increase annually through year five. CTESOA Board has been updated on contract renewal and associated costs.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Service Agreement with the California Tahoe Emergency Services Operations Authority for Police Department Joint Communications emergency medical dispatch and support services for ambulance emergency response to commencing Sept 1, 2024 and ending Aug 31, 2029. The CTESOA will pay CSLT $289,818.52 in year one, with 3% increases annually through the five year contract.

Responsible Staff Member: Jeff Roberson, Support Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

02-Joint Dispatch Agreement.pdf
01-Staff_Report_-_Joint_Dispatch_Agreement.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Agreement with California Tahoe Emergency Services Operations Authority for Medical Dispatch and Support Services 2024 through 2029

Location: Citywide

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Background: The South Lake Tahoe Police Department Joint Communication Center has provided emergency medical dispatch services to the California Tahoe Emergency Services Operation Authority under contract since 2014. That 2014 contract was renewed in 2019, and the 2019 contract is about to expire.

Joint Communications provides radio dispatch services, RMS support services, and access to data for the CTESOA to stay compliant with El Dorado County Emergency Services Authority policies and procedures.

Leading up to this contract expiration, representatives of the South Lake Tahoe Police Department Joint Communications and the California Tahoe Emergency Services Operation Authority have met and agree that it is mutually beneficial to continue this contract for an additional five years.

Additionally, both entities agree on continuing the current rate paid by CTESOA with 3% increases year over year. The following table is a continuation of the rates currently paid.

Issue and Discussion: This item before the City Council is to pass a motion authorizing and directing the Mayor to execute a Professional Services Agreement between the CTESOA and the Joint Communication Center for dispatch and support services from Sept 1, 2024 through Aug 30, 2029.

Financial Implications: The CTESOA and the Joint Communication Center agree on the service compensation rate and yearly increases as follows: CTESOA will pay the Joint Communications Center:

Year	Annual Rate	Monthly Payment
1	**289,818.52**	**24,151.54**
2	**298,513.08**	**24,879.09**
3	**307,469.21**	**25,622.43**

4	**316,693.29**	**26,391.11**
5	**326,194.40**	**27,182.87**

Revenue associated with this agreement is recorded into the General Fund Joint Dispatch Center account 100-02260-34520 Other Service Charges. The rate in the new agreement represents an annual increase of approximately $8,000. This increase is already included in the Fiscal Year 2024-2025 proposed budget that will be presented to City Council on August 27, 2024.

Environmental Considerations: This is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15352 and 15378 and does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change to the environment.

Policy Implications:
This contract supports:
Strategic Priority Four, 4.1 Economic Diversification Strategy,
Action Item 4: Work with partner agencies, chamber of commerce entities and businesses to ensure economic stability and continuity of services and business operations; particularly during disasters and unforeseen events.

Strategic Priority Four, 4.3
Action Item 3: Work with regional economic development partners to implement sustainable green industry jobs which capitalize on local resources and people

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the First day of September, 2024 by and between the **California Tahoe Emergency Services Operation Authority**, a Public Entity ("CTESOA"), and the **City of South Lake Tahoe**, a municipal corporation ("Consultant City", together with CTESOA, the "Parties").

RECITALS

A. Consultant City has staff that is specially trained, experiences and competent to perform the special services which will be required by this Agreement.

B. Consultant City possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. CTESOA and Consultant City entered into an agreement dated June 24, 2014 ("Prior Agreement" for providing CTESOA with necessary dispatch serves as required for the medical aid services provided by CTESOA to the County of El Dorado, as described in the CTESOA/County Agreement.

D. CTESOA and Consultant City entered into Amendment One to Professional Services Agreement ("First Amendment") to extend the term of the Prior Agreement to August 31, 2019.

E. CTESOA issued a Request for Proposals on January 21, 2019 seeking proposals for emergency dispatch services and Consultant City presented the lowest price proposal for the requested services.

F. CTESOA desires to retain Consultant City to render professional services as set forth in prior Agreements from 2014-2019 and 2019-2024.

G. The parties intend to operate under the Agreement upon the expiration of the Prior Agreement as amended by the First Amendment until August 31, 2024.

I. The parties agree to extend the working arrangement from September 1, 2024 through August 31, 2029 by adoption of this Professional Services Agreement.

NOW, THEREFORE, in consideration of the above recitals which are contractual in nature, the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective Parties, the Parties agree as follows.

AGREEMENT

1. Scope of Services. Consultant City shall perform the services set forth in this Agreement and shall provide said services at the time, place, and in the manner specified in this Agreement. Consultant City shall have no power or authority by this Agreement to bind CTESOA in any respect.

   All services provided by Consultant City pursuant to this Agreement will be provided in accordance with the terms set forth in the **Schedule A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Schedule B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant City are to commence on September 1, 2024 and continue until August 31, 2029 ("Term").

3. Consultant City Qualifications. CTESOA has relied upon the professional training and ability of Consultant City to perform the services hereunder as a material inducement to enter into this Agreement. Consultant City represents and warrants to CTESOA that Consultant City, and all of Consultant City's employees, agents, or volunteers (the "Consultant City Parties"), have in effect and shall maintain in full force throughout the Term, if applicable, all licenses, credentials, permits and any other qualifications required by law to perform the services described in Section 1 of this Agreement and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant City and any Consultant City Parties performing services shall be competent to perform those services.

4. Equipment and Materials. Consultant City at its sole cost and expense shall provide and furnish all equipment, tools, labor, materials, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the services described by Section 1 of this Agreement in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, CTESOA shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any Equipment used by Consultant City or the Consultant City Parties.

5. Compensation. Compensation to be paid to Consultant City shall be Two hundred eighty nine thousand eight hundred eighteen dollars and fifty two cents ($289,818.52) per year (starting year one, Sept 2024-Aug 2025), with annual increases of three percent (3%). (see attached Schedule B for increasing annual values).

   This base value is aligned with the past payment schedule incorporated into the 2019-2024 PSA. Payment under this Agreement shall not be deemed a waiver of defects, even if such defects were known at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein.

6. Method of Payment. Consultant City shall submit monthly billings to CTESOA describing the work performed during the preceding month. Consultant City's invoices shall include a brief description of the services performed. CTESOA shall remit one-twelfth (1/12) of the annual compensation described in Section 3 of this Agreement no later than 30 days after receipt of the invoice.

7. Termination. This Agreement may be terminated by either Party by giving sixty days (60) days advance written notice to the other Party. However the Parties may agree in writing to a shorter notice period. CTESOA may terminate this Agreement at any time by giving written notice to Consultant City if Consultant City materially breaches any of the terms of this Agreement, any act or omission of Consultant City or the officers, employees, agents, or contractors of Consultant City exposes CTESOA to potential liability or may cause an increase in CTESOA's insurance premiums, Consultant City is adjudged a bankrupt, Consultant City makes a general assignment for the benefit of creditors or a receiver is appointed because of Consultant City's insolvency. Such termination shall be effective immediately upon Consultant City's receipt of the notice. Upon termination, Consultant City shall be entitled to compensation for services performed up to the effective date of termination, and CTESOA shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

8. Confidential Information and Ownership of Documents. Consultant City shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual patient information, including but not limited to patient names, identifying information, and medical information, except as otherwise required by law. All documents and other writings, including working notes and internal documents, prepared by Consultant City or Consultant City Parties related to CTESOA in the course of implementing this Agreement, shall become the property of CTESOA upon payment to Consultant City for such work, and CTESOA shall have the sole right to use such materials in its discretion without further compensation to Consultant City or to any other party. Consultant City shall, at Consultant City's expense, provide such reports, plans, studies, documents and other writings to CTESOA upon written request. All documents prepared by Consultant City are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of CTESOA.

9. Independent Contractor. Consultant City is engaged to provide the services required by this Agreement and is hereby retained to provide specialized services for CTESOA that are outside the usual course of CTESOA's business. Consultant City and the Consultant City Parties are free from the control and direction of CTESOA in connection with the manner in which it provides the services to CTESOA. Consultant City and the Consultant City Parties understand and agree that Consultant City and the Consultant

City Parties shall not be considered officers, employees, agents, partners, or joint venturers of CTESOA, and are not entitled to benefits of any kind or nature normally provided to employees of CTESOA and/or to which CTESOA's employees are normally entitled.

10. Compliance with Laws. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant City and Consultant City Parties shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulation in carrying out the duties under this Agreement. Consultant City shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement and failure to do so shall constitute material breach

11. Insurance. Without in any way limiting Consultant City's liability, or indemnification obligations set forth in this Agreement, Consultant City shall secure and maintain throughout the Initial Term and Renewal Term, if applicable, the following insurance: (i) comprehensive general liability insurance with limits of not less than $5,000,000 each occurrence and $5,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than $5,000,000 each occurrence and $5,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable. All insurance policies shall include an endorsement stating that CTESOA is named as an additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CTESOA. If such a notice is not given or even if CTESOA receives a notice, CTESOA may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by CTESOA and shall waive all rights of subrogation against CTESOA.

12. Indemnity. Each party shall defend, indemnify and hold harmless the other party and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including reasonable attorneys' fees) or claims for injury to or death of persons or damages to property or delay arising out of or related to the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations

of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below, or to an alternative address if the party provides written notification of a new mailing address. Notice shall be deemed received two business days after the date of mailing.

If to City: Police Chief
City of South Lake Tahoe
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to CTESOA: Executive Director
CTESOA
3066 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

Provide a copy to: Nick Clair
Lozano Smith, Attorneys at Law
One Capitol Mall, Suite 640
Sacramento, CA 95814

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to CTESOA for entering into this Agreement is the professional reputation, experience, and competence of Consultant City. Assignments of any or all rights, duties or obligations of the Consultant City under this Agreement will be permitted only with the express consent of CTESOA. Consultant City shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of CTESOA. If CTESOA consents to such subcontract, Consultant City shall remain fully responsible for the provision of services and other obligations pursuant to this Agreement and shall be fully responsible to CTESOA for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between CTESOA and any subcontractor nor shall it create any obligation on the part of CTESOA to pay or to see to the payment of any monies due to any such subcontractor, except as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice, and shall reasonably accommodate the other party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation in which both Parties must participate for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation or administrative procedures. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section..

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado.

18. Prohibited Interests. Consultant City maintains and warrants that it has not employed nor retained any Consultant City Party or other person, other than the independent contractors hired in accordance with Consultant City's standard business practice, to solicit or secure this Agreement. Further, Consultant City warrants that it has not paid nor has it agreed to pay any Consultant City Party or other person, other than a bona fide employee working solely for Consultant City or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CTESOA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CTESOA, during the term of his or her service with CTESOA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Equal Opportunity Employment. Consultant City represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, sexual orientation, or age. Such non-discrimination shall include but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant City shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

20. Drug-Free Workplace Certification. By signing this Agreement, Consultant City hereby certifies under penalty of perjury under the laws of the State of California that the Consultant City will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The person's or organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance program; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs activities under this Agreement:

i. Will receive a copy of the Consultant City's drug-free policy statement; and

ii. Will agree to abide by the terms of the Consultant City's statement as a condition of employment on this Agreement.

21. Americans with Disabilities Act. By signing this Agreement, Consultant City warrants to CTESOA that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

22. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant City and CTESOA and approved as to form by the City Attorney and CTESOA's legal counsel.

23. Liability of CTESOA. Notwithstanding anything stated herein to the contrary, CTESOA shall not be liable for any special, consequential, indirect, or incidental damages in connection with this Agreement.

24. Ambiguity. The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and

in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Consultant City and CTESOA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement, except that the Prior Agreement and First Amendment shall continue in force until expiration on August 31, 2024.

27. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28. Time is of the Essence. Time is of the essence for this Agreement.

29. Authority to Enter Agreement. Consultant City and CTESOA have all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CONSULTANT CITY – CITY OF SOUTH LAKE TAHOE:

By _____

Mayor Cody Bass

Approved as to Form:

By_____

Heather Stroud, City Attorney

ATTEST:

_____

Susan Blankenship, City Clerk

CTESOA

By _____

Leona Allen, Chair

SCHEDULE A

SCOPE OF SERVICES

Section I – General Dispatch Provisions

Contractor shall provide one hundred percent (100%), twenty-four (24) hours per day, seven (7) days a week dispatch coverage and services for Priority 1, 2, 3, 4, 5 and 6 ambulance requests for service, described as follows:

Priority	Definition
1	**Life Threatening Emergencies**
2	Non-Life Threatening Emergencies
3	Urgent (Or Emergency Transfer from Healthcare Facility)
4	Scheduled Transfer (4-hour Advance Notification)
5	Unscheduled Transfer
6	Critical Care Transport

Said Services shall be performed for the term of this Contract, in accordance with federal, state, and local provisions, including but not limited to those outlined below.

Such service shall include, but is not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

a. Staffing

Staffing levels shall be such that emergency lines will be answered within eighteen (18) seconds (by the third (3rd) ring) in not less that 90% of cases. Contractor's call-takers will provide medically appropriate priority dispatch and pre-arrival instruction using Medical Priority Dispatch Systems protocols approve by Cal Tahoe and the County EMS Agency Medical Director.

b. Computer Aided Dispatch System

Contractor will provide a computer aided dispatch (CAD) system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system must include the date, hour, minutes, and seconds. All radio and telephone communication including pre-arrival instruction and time track must be digitally recorded and retained for a minimum of 365 days. Cal Tahoe shall have access to recorded information related to medical calls with appropriate notice.

c. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by the State of California.

d. The Designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. Contractor shall notify CTESOA if CAD system is inoperative for more than 24 hours.

e. Contractor shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the CTESOA.

f. Priority Dispatch Protocols and Pre-Arrival Instructions

The County of El Dorado utilizes medical dispatch protocols and pre-arrival instructions approved by the County EMS Agency Medical Director and the County EMS Agency Administrator. These are based on the Emergency Medical Dispatch National Standard Curriculum as the standard:

The priority dispatch and pre-arrival instruction software approved by the County of El Dorado EMS *Agency Director is Medical Priority Consultants software program: ProQA for Windows and AQUA (Advanced Quality Assurance for electronic case review), which meet the standards of the National Traffic Safety Administration: Emergency Medical Dispatch National Standard Curriculum.*

Contractor shall ensure that the County approved priority dispatch and pre-arrival instruction software is installed by the Designated Dispatch Center at all times during this Contract. If, during the term of this Contract, the CAD vendor used by Contractor develops an interface to ProQA, or Contractor changes CAD vendors to one with such an interface, Contractor shall install the interface at its own sole expense.

Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported to CTESOA with response statistics.

g. Contractor shall provide a process that recommends vehicle locations per criteria included in CTESOA's System Status Management Plan (SSMP).

h. FirstWatch System

Contractor shall provide data supporting the FirstWatch program or its successor program.

(This clause was formerly known as the Syndromic BioSurveillance System.)

i. By legislative authority (California Government Code, section 53114.2) the Governor's Office of Emergency Services has the authority to review and update technical and operational standards for public agency systems. The Office of Emergency Services has created and updates the CA 9-1-1 Operations Manual. Contractor shall demonstrate compliance with Chapter One of the Operations Manual entitled, "Public Safety Answering Point (PSAP) Standards" (attached and incorporated herein as Attachment number one). For purposes of this section, Contractor shall be considered the Public Safety Answering Point (PSAP).

j. To the extent there are any inconsistencies between Exhibit 'A' and any attachments to this Exhibit, the provisions of this Exhibit and not the attachments shall govern and take priority.

Section II – Dispatch Data and Reporting Requirements

Contractor shall provide detailed operations, clinical, and administrative data in a manner that facilitates its retrospective analysis as outlined below.

a. Computer Aided Dispatch system
   The Computer Aided Dispatch system used by the Contractor shall be capable of the following:
   1) Electronic data entry of every response on a real-time basis.
   2) Prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours in advance, and status of ambulance resources available for service.
   3) Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location, or patient's name.
   4) Simultaneous features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

b. Dispatch Data and Reporting

   Contractor's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:

   1) Emergency life threatening and non-life threatening response times by jurisdiction and by user definition per the Medical Priority Dispatch System.
   2) Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition per the Medical Priority Dispatch System.
   3) Out of chute response times by crew members

4) Arrival at scene times
5) Hospital turnaround times by crew members
6) Emergency and non-emergency responses by hour and day.
7) Dispatch call processing response time reports.
8) Canceled run reports.
9) Dry run reports.
10) Demand analysis report showing calls by day of week, hour of day.
11) Problem hour assessment.
12) Call priority by hour and day.
13) Ambulance alert exception report (report of any delay between dispatcher's receipt of call and the dispatched request for service to the ambulance unit).

Contractor's personnel shall fully complete a manual 'dispatch card' approved by CTESOA for each dispatch of an ambulance when the computer is inoperable. Contractor's personnel, following the presumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

c. Quality Assurance and Medical Control

Contractor's electronic data system shall be capable of capturing and reporting common data elements that are standard for the EMS industry and include the data elements established by the National Association of EMS Directors. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to primary and secondary medical priority dispatch questioning, and provision of pre-arrival instructions.

Section III – Dispatch Personnel Requirements

Contractor shall provide Emergency Medical Dispatch (EMD) dispatcher(s) with the authority, expertise, and management skills to operate CTESOA's System Status Management Plan including the following:

a. Trained according to the County of El Dorado EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
b. Utilize ProQA software for management of EMS resources through proper interrogation and situation assessment by the dispatcher and provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
c. Utilize AQUA for performance evaluation of EMO.
d. Maintain and keep current EMO staff certifications.
e. Provide staff orientation to the emergency medical services system.

f. Maintain continuing education requirements.
g. Provide resource management.
h. Provide operational plan management.
i. Manage 9-1-1 non-urgent request for service.
j. Manage critical care transport requests for service.

Section IV – Record of Dispatch Call

Upon request of CTESOA, Contractor shall provide from the Dispatch Center digitally recorded copies of calls for quality assurance purposes. Recordings shall be delivered to Cal Tahoe within five business days of receipt of written request, including email, to Contractor.

Schedule B

Compensation Schedule and Timeline

Method of Payment: Consultant City shall submit monthly billings to CTESOA describing the work performed during the preceding month. Consultant City's invoices shall include a brief description of the services performed. CTESOA shall remit one-twelfth (1/12) of the annual compensation described in Section III of this Agreement no later than 30 days after receipt of the invoice.

Year	Annual Rate	Monthly Payment
1 (Sept 2024-Aug 2025)	$289,818.52	$24151.54
2 (Sept 2025-Aug 2026)	$298,513.08	$24879.09
3 (Sept 2026-Aug 2027)	$307,469.21	$25622.43
4 (Sept 2027-Aug 2028)	$316,693.29	$26391.11
5 (Sept 2028-Aug 2029)	$326,194.40	$27182.87

Attachment One

9-1-1 Operations Manual Chapter 1 – Standards

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9-1-1 OPERATIONS MANUAL
CHAPTER I - STANDARDS

By Legislative authority (California Government Code, Section 53114.2), the Governor's Office of Emergency Services, Public Safety Communications, California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) has established mandatory standards to provide the fastest, most reliable, and cost-effective telephone access to emergency services for any 9-1-1 caller in California.

The CA 9-1-1 Branch has the responsibility to monitor all emergency communication systems related to the delivery of a 9-1-1 call to ensure they comply with these standards. CA 9-1-1 Branch has the authority to audit and request data on any items being funded from the State Emergency Telephone Number Account (SETNA). The entire 9-1-1 Operations Manual (Manual) and other CA 9-1-1 Branch documents may be viewed and downloaded from the CA 9-1-1 Branch website, as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual

A comprehensive range of recommended standards is offered on the National Emergency Number Association (NENA) website at: www.nena.org (select "Standards and Other Documents"). The website includes: NENA recommended technical standards for Public Safety Answering Point (PSAP) equipment and back-up power, PSAP security, PSAP operations, 9-1-1 networks, wireless carriers and many more topics.

MANDATORY STANDARDS

In the interest of public safety and successful delivery of 9-1-1 calls in the State of California, the following standards are required:

General Standards - These general standards are intended to maintain clarity for the public in the proper use of "9-1-1" in a manner that supports fast and reliable access to emergency services in California. (*These standards are in alphabetical order with no priority of compliance.)*

1. **9-1-1 Misuse** - Individuals who knowingly and intentionally disrupt or report a false crime to 9-1-1 may be charged a fine of $1,000 to $10,000 and/or jail time for less than one (1) year (Penal Code Section 148.3). Individuals that willfully use 9-1-1 for any purpose other than reporting emergencies may be charged progressive fines from $50 to $250 (Penal Code Section 653y). Examples of this misuse include calls to 9-1-1 for driving directions, directory assistance, and to report the grass along the freeway needs to be mowed.

2. **9-1-1 Numeral Usage** -The numerals "9-1-1" shall not be used in any way that may confuse or be misleading to the public.

3. **9-1-1 Published Number** - The primary published emergency telephone number shall be 9-1-1 and will be the only number on the "Emergency" page of the telephone directory.

4. **Automatic 9-1-1 Dialing** - Alarm companies or other entities that do not qualify as a public safety agency (a public agency that provides law enforcement, fire, medical or other emergency services) shall not program equipment to automatically dial 9-1-1.

5. **Proper Use and Display of "9-1-1"** - Private companies, such as ambulance or other service providers, shall not use the numerals 9-1-1 in the name of their company nor may they list 9-1-1 in the telephone directory without written authorization from the PSAPs that will be affected by the listing. When 9-1-1 is authorized, the ambulance companies must also list a seven-digit telephone number for non-emergency calls.

CA 9-1-1 Network Standards -All equipment and service providers offering 9-1-1 functionality (by means of wireless, Voice over Internet Protocol (VoIP), and other technologies in the California 9-1-1 Network) shall accommodate the most recent CA 9-1-1 Branch policies and procedures provided in this Manual and on the CA 9-1-1 Branch website. Funding from the SETNA by the CA 9-1-1 Branch is contingent upon adherence to the following mandatory standards. (*These standards are in alphabetical order with no priority of compliance.)*

1. **9-1-1 Lines/Trunks** -All 9-1-1 lines/trunks in the California 9-1-1 Network that are funded by the CA 9-1-1 Branch must be pre-approved by the CA 9-1-1 Branch. All 9-1-1 lines/trunks in the California 9-1-1 Network that are directly billed to and paid for by the public safety agency must meet "tariff' conditions and must be reviewed by the CA 9-1-1 Branch before service is established.

2. **Circuit Protection** - Protected 9-1-1 circuits shall not be opened, grounded,
short-circuited, or manipulated in any way unless the appropriate PSAP has released the circuit.

3. **Emergency Service Number (ESN)** - Every primary PSAP will have ESNs exclusively for routing landline 9-1-1 calls and ESNs exclusively for routing wireless 9-1-1 calls.

4. **Grade of Service** - Network service providers shall take periodic service measurements on the 9-1-1 trunk groups to ensure a minimum grade of service of P.01. This means no more than one (1) busy signal per 100 attempts. These measurements shall also be taken at the request of public safety agencies. Participating public safety agencies and the CA 9-1-1 Branch will be notified of the results of Probability (P) Grade of Service measurements out of compliance.

5. **Outage Notification** - All equipment and network providers shall provide 9-1-1 Outage Notification Procedures to the CA 9-1-1 Branch for implementation in the event of a 9-1-1 outage where the outage may cause a significant impact to the delivery of 9-1-1 calls in California. Examples include the following:

   a. Inability of the PSAP to process 9-1-1 emergency calls; that is, the loss of a PSAP's ability to perform the required 9-1-1 call transfers or communications due to 9-1-1 equipment or network failure.

   b. Inability of the public to contact their local or regional PSAP by dialing "9-1-1".

   c. Community isolation: any situation that disrupts the ability of an area or community to communicate outside their local area over the 9-1-1 communications network is considered a PSAP isolation.

6. **Trunking** - PSAP line/trunk requirements shall be determined by the number of 9-1-1 calls and specific transfer functions. All 9-1-1 calls shall receive the same level of priority and call handling. The CA 9-1-1 Branch shall authorize added or reduced trunking based upon call volume analysis. See# 1, "9-1-1 Lines/Trunks" standard.

Public Safety Answering Point (PSAP) Standards - PSAP funding from the SETNA by the CA 9-1-1 Branch is contingent upon adherence to the following mandatory standards. *(These standards are in alphabetical order with no priority of compliance.)*

1. **Automatic Location Identification (ALI) Format** - PSAPs shall accommodate the most current ALI standard for the State of California, currently "Format 04", in any equipment replacement or upgrade.

Call Answer Time within Fifteen (15) Seconds Ninety (90%) percent of all 9-1-1 calls arriving at the Public Safety Answering Point SHALL be answered within (≤) Fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (≤) twenty (20) seconds. The CA 9-1-1 Branch realizes that unpredictable spikes may occur and will take abnormalities into

consideration when reviewing statistics.

2. **Call Data Reporting (CDR) Connectivity** - PSAPs shall accommodate connectivity of
9-1-1 call-taker Customer Premise Equipment (CPE), funded by the CA 9-1-1 Branch, to the CDR system within 30 days of system installation. Any intentional manipulation to the 9-1-1 call data may result in reduction of CA 9-1-1 Branch funding to PSAP.

3. **Call Transfers** - When transferring a 9-1-1 call, procedures will be developed for advising the 9-1-1 caller that the call is being transferred and to remain on the line. Every effort should be made to minimize the number 9-1-1 call transfers.

4. **Hours of Operation** - Each PSAP funded by the CA 9-1-1 Branch shall be staffed with 9-1-1 call-taker(s) and committed to answer 9-1-1 calls 24 hours per day, every day of the year, for a minimum of five (5) years. Exception to this requirement is supported for "grandfathered" PSAPs (agencies that received CA 9-1-1 Branch CPE funding prior to December 2001 with limited hours of operation). However, we encourage all PSAPs funded by the CA 9-1-1 Branch in "grandfathered" status to consider consolidation or extend to full compliance with this standard.

5. **Network Connections** - Each PSAP shall have a minimum of two (2) trunks to a Selective Router (S/R) and trunks will be augmented based upon maintaining a typical
P.01 grade of service and call volume. {This requirement exceeds the minimum recommendations by NENA.)

6. **Non-published Emergency Number(s)** - Each PSAP shall have a minimum of one (1) non-published ten digit 9-1-1 number for emergency call transfers.

7. **Protective Devices** - All facilities and equipment associated with 9-1-1 service shall be provided with protective devices to prevent accidental workman contact. Each protected termination shall be clearly identified. Protected 9-1-1 circuits will not be opened, grounded, short-circuited, or manipulated in any way unless the appropriate PSAP has released the circuit.

8. **Transfer Numbers** - PSAPs shall provide their 10-digit emergency numbers to entities requiring a backup number to route to, or other service providers not delivering calls into the 9-1-1 network.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:5

Agenda Item: Memorandum of Understanding with Lake Valley Fire Protection District and Lake Tahoe Unified School District for Fuels Reduction Projects

Executive Summary: South Lake Tahoe Fire Rescue (SLTFR) and LVFPD staff have been planning and coordinating fire hazard reduction work on LTUSD property. Funding for the field work is available from the USFS and the California Tahoe Conservancy (CTC) in fall of this year. In order to conduct project layout and implementation now, SLTFR and the LVFPD need authorization and a release of liability. The MOU provides for both. The MOU is another great example of our great teamwork and effort to conduct fuel reduction on all lands within our jurisdictions. The first LTUSD project will take place at South Lake Tahoe High School property.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute the MOU with Lake Valley Fire Protection District and the Lake Tahoe Unified School District for management of fuels reduction projects on School District properties.

Responsible Staff Member: Jay Manning, Division Chief

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report -MOU with Lake Valley and LTUSD.docx
02-MOU CSLT LTUSD LVFPD Fuels Reduction.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Memorandum of Understanding Between the City of South Lake Tahoe, the Lake Valley Fire Protection District, and the Lake Tahoe Unified School District

Location: Citywide

Responsible Staff Members: Jay Manning, Division Chief

Background: Over the past year, South Lake Tahoe Fire Rescue (SLTFR) and LVFPD staff have been planning and coordinating a single wildfire prevention division from Stateline, NV to Echo Summit. As we all know and have witnessed, wildfire knows no boundaries. The SLTFR and the LVFPD desire to cooperate to eliminate the mutual threat of a catastrophic wildfire. To accomplish this goal, the SLTFR and LVFPD desire to enter into an MOU with the Lake Tahoe Unified School District in order to streamline the process of managing and seeking aid in eliminating fire hazards and creating defensible space. Furthermore, the LTUSD, SLTFR and LVFPD desire to work together to perform fuel reduction work on School District properties in South Lake Tahoe and Lake Valley Fire Protection District areas regardless of jurisdiction.

Issue and Discussion: This is a MOU whereby the LTUSD, LVFPD and SLTFD have been discussing the options to work together planning and managing fuels reduction projects on School District properties to help make the community more resilient to wildfire. All agencies agree that a partnership between the agencies is the best tool to try and increase the capacity of work to be completed within the South Shore Division of the Tahoe Fire and Fuels Team (TFFT). Current grant funded projects are being implemented near school district properties and the USFS and CTC have offered up funding through grants to help increase the total acreage and capacity of current projects.

Financial Implications: The newly funded positions at the South Lake Tahoe Fire Department and Lake Valley Fire District tasked with identifying and managing fuels reduction projects will be funded with current grants from the California Tahoe Conservancy and USFS.

Environmental Considerations: Environmental review will be conducted if required once specific projects under the MOU are identified.

Policy Implications: The approval of this MOU update supports Strategic Priority 5.1 Public Safety, Action Item 1) Ensure Police, fire, and snow removal operations receive adequate funding to provide exceptional service to our community.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH LAKE TAHOE, THE LAKE VALLEY FIRE PROTECTION DISTRICT, AND THE LAKE TAHOE UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this 08/13/2024 _____ between the City of South Lake Tahoe (hereinafter "CSLT"), a municipal corporation located in the County of El Dorado, California, the Lake Valley Fire Protection District (hereinafter "LVFPD"), a multi-county special district operating under the authority of the Fire Protection District Law of 1987, within the State of California, and the Lake Tahoe Unified School District (hereinafter "LTUSD").

Recitals:

A. WHEREAS, CSLT has statutory authority to provide for the protection of life and property within its jurisdiction. Because of the urban/forest interface, wild-land fires remain one of the greatest threats to the residents of CSLT. Hazardous fuel reduction on local, private, state and federal land within CSLT is paramount to reducing the threat of catastrophic wildfire. CSLT's South Lake Tahoe Fire Rescue (SLTFR) manages the threat of wildfire through fuel reduction and prescribed fire.

B. WHEREAS, the LVFPD has statutory authority to provide for the protection of life and property within its jurisdiction. Because of the urban/forest interface, wild-land fires remain one of the greatest threats to the residents of the LVFPD. Hazardous fuel reduction on local, private, state and federal land within the LVFPD is paramount in terms of reducing the threat of another catastrophic wildfire like the Caldor Fire. The LVFPD manages the threat of wildfire through fuel reduction and prescribed fire.

C. WHEREAS, the LTUSD has statutory authority to develop and maintain Comprehensive School Safety Plans (CSSPs) designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel. Because of the urban/forest interface, wild-land fires are a threat to students and school personnel on LTUSD property. Hazardous fuel reduction on LTUSD property is paramount in terms of reducing the threat.

D. WHEREAS, CSLT, the LVFPD, and LTUSD desire to cooperate to eliminate the mutual threat of a catastrophic wildfire. In an effort to accomplish this goal, CSLT, the LVFPD, and LTUSD desire to enter into this MOU in order to streamline the process. Furthermore, CSLT, the LVFPD, and LTUSD desire to work together to perform fuel reduction work on LTUSD property.

E. WHEREAS, CSLT and the LVFPD have received and have access to state and federal funding to treat hazardous fuels within their jurisdiction.

F. WHEREAS, the LTUSD desires to have said funding and services provided to treat hazardous fuels on LTUSD property at no cost to LTUSD.

G. WHEREAS, the LTUSD wishes to authorize CSLT and LVFPD to act on its behalf to secure funding and reduce the threat of wildfires on LTUSD property.

H. WHEREAS, CSLT and the LVFPD desire to obtain LTUSD's permission to enter onto the Property, on a temporary basis, for purposes of fuel reduction project development and implementation.

NOW THEREFORE, CSLT, LVFPD and the LTUSD do hereby agree as follows:

1. CSLT and LVFPD shall represent, for the purposes of preventing wildfire, the LTUSD to local, federal, and state wildfire prevention partners and the Tahoe Fire and Fuels Team. CSLT and LVFPD shall not have any authority to bind LTUSD to any agreement or undertaking without the express prior written approval of LTUSD.

2. CSLT and LVFPD shall manage, for the purposes of preventing wildfire, the LTUSD property within CSLT and the LVFPD in accordance with the CSSPs and the Community Wildfire Prevention Plan (CWPP).

3. CSLT and LVFPD shall apply for grant or other funding for defensible space and hazard fuel reduction; manage and direct all said grants including the administration of the grants, procurement of all required permits and authorizations, and implementation of work pursuant to the grants.

4. CSLT and LVFPD, in partnership with South Tahoe High School (LTHS) and the Lake Tahoe Community College (LTCC), shall provide education to students and teachers for the purpose of inspiring the next generation of firefighters and forest managers.

5. LTUSD will allow CSLT and LVFPD to enter school property, on a temporary basis, for the purpose of project development and implementation, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Criminal Background Investigation/Fingerprinting Certification").

6. CSLT, LVFPD and LTUSD shall not be entitled to any compensation from each other for the services provided herein by this MOU. However, CSLT and the LVFPD may enter into additional contracts, including but not limited to professional services agreements, in the event both entities wish for CSLT and LVFPD to perform services for which compensation is due.

7. CSLT and LVFPD may receive any such grants or other funding for services rendered herein as compensation for services provided to the LTUSD. However, in no event shall LTUSD be responsible for the costs of CSLT's and/or LVFPD's services performed under this MOU.

8. CSLT and LVFPD are not obligated to use its general fund to provide the services noted herein to LTUSD.

9. CSLT and LVFPD shall provide to the LTUSD yearly updates on planning and implementation of wildfire mitigation projects.

10. None of the authorities, duties or responsibilities set forth in this MOU shall be assigned, transferred or subcontracted by CSLT and LVFPD without the prior written consent of all parties unless specifically required to plan or implement a wildfire mitigation project. For example, a Registered Professional Forester (RPF) for permitting or Licensed Timber Operator (LTO) for implementation.

11. Indemnity. CSLT, and LVFPD each hereby agree to and shall defend, indemnify and hold harmless LTUSD, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of CSLT or LVFPD's own respective negligent performance of this MOU or own respective breach of obligations contained in this MOU, except for any such claims arising out of the sole negligence or willful misconduct of LTUSD, its boards, officers, agents, employees or volunteers.

12. Right of Entry. The LTUSD hereby grants to CSLT, LVFPD, and its agents and employees the temporary nonexclusive right to enter onto LTUSD property for the limited purpose of fuel reduction project development and implementation. CSLT and LVFPD shall provide at least seven (7) days' advance notice to LTUSD staff of anticipated access under this MOU, identifying the dates, times, areas of access, the persons that will be accessing the project area, and the project activities that will be conducted, for the purpose of coordinating access and avoiding or minimizing disruption to LTUSD activities. At all times LTUSD will be able to access any project area.

a. It is expressly understood that this right of entry does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in LTUSD property to CSLT /LVFPD. This right of entry is not exclusive and LTUSD specifically reserves the right to grant other rights of entry within the vicinity of the LTUSD property. This is an access agreement, not an easement agreement. Therefore, it shall not be recorded.

13. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification, attached hereto as Exhibit A and incorporated herein by this reference, must be completed by CSLT and LVFPD and returned to LTUSD prior to performing any portion of any project. CSLT and LVFPD's respective Fingerprinting/Criminal Background Investigation(s) completed at hire for employees performing supervisory actions under this MOU and which showed such employees not been convicted of a violent or serious felony shall be deemed to satisfy the requirements set forth by Paragraph 13 and Exhibit A of this MOU.

14. Restoration of Property. Upon the termination or revocation of this MOU, CSLT and LVFPD shall, at its own cost and expense, restore any disturbed property to the reasonable satisfaction of the LTUSD. In case CSLT or LVFPD shall fail to restore the disturbed property to satisfactory condition within ten (10) business days after the effective date of the termination, the LTUSD may proceed with such work at the expense of CSLT and LVFPD.

15. Continuing Liability. No termination of this MOU shall release CSLT or LVFPD from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this MOU and restoration of the property to its prior condition.

16. CSLT and LVFPD's Books and Records.

a. CSLT and LVFPD shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3)

years, or for any longer period required by law, from the date of termination or completion of this MOU.

b. Any records or documents required to be maintained pursuant to this MOU shall be made available for inspection or audit, at any time during regular business hours, upon written request by CSLT, LVFPD or LTUSD. Copies of such documents shall be provided to CSLT, LVFPD and LTUSD for inspection.

17. CSLT and LVFPD shall provide skilled professional and technical personnel to perform all services under this MOU. All services rendered under this MOU by CSLT and LVFPD shall be in accordance with all applicable federal, state, regional and local laws, codes, ordinances and regulations. Without limiting the generality of the foregoing, CSLT /LVFPD, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities CSLT /LVFPD desires to conduct or have conducted pursuant to this MOU.

18. Termination. Any Party may cancel or terminate this MOU at any time upon providing the other party notice of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of termination, CSLT and LVFPD shall be entitled to the grants or other funding provided for undisputed services rendered by CSLT and LVFPD under this MOU up to the notice of termination. Termination of this MOU shall constitute termination and revocation of the right of entry under paragraph 12.

19. Liens. CSLT /LVFPD shall not permit to be placed against the LTUSD property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to CSLT /LVFPD's actions upon the LTUSD property. CSLT /LVFPD agrees to hold LTUSD harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens, which might be filed against the LTUSD property as a result of CSLT or LVFPD's respective actions.

20. Notices. Any notices required to be given shall be in writing and shall be deemed given: (a) on the date of delivery when personally delivered, or delivered by overnight courier; or (b) three (3) days after deposit when sent certified mail return receipt requested, postage or courier charges prepaid, and addressed to the party for whom intended at such party's address herein specified, or as otherwise hereafter specified by either party:

LTUSD

ATTN: Dave Zebo
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150

CSLT

ATTN: Heather Stroud, City Attorney
[Address] 1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

LVFPD

ATTN: Morton Goldberg
[Address] 2211 Keetak Street
South Lake Tahoe, CA 96150

21. Insurance. CSLT /LVFPD, at its own cost and expense, shall procure and maintain, for the duration of this MOU, the following insurance policies.

a. Workers Compensation Coverage. CSLT /LVFPD shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California.

b. Commercial General Liability Coverage. CSLT /LVFPD shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of LTUSD. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this MOU or the general aggregate limit shall be at least twice the required occurrence limit.

c. Automobile Liability Coverage. CSLT /LVFPD shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CSLT/LVFPD arising out of or in connection with the work to be performed under this MOU, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

d. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

- LTUSD, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under CSLT /LVFPD's General Liability and Automobile Liability policies with respect to liability arising out of this MOU and/or work performed by or on behalf of CSLT /LVFPD, including materials, parts or equipment furnished in connection with such work or operations.
- This policy shall be considered primary insurance as respects LTUSD, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by LTUSD, including any self-insured retention LTUSD may have, shall be considered excess insurance only and shall not contribute with it.
- This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring CSLT /LVFPD.
- The insurer waives all rights of subrogation against LTUSD except for CSLT /LVFPD's Employers' Liability policy, its elected or appointed officers, officials, employees or agents.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LTUSD, its elected or appointed officers, officials, employees, agents or volunteers.
- No policies of insurance carried by CSLT /LVFPD shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to LTUSD by Certified Mail.

e. Deductibles and Self-Insured Retentions. CSLT /LVFPD shall be responsible for all deductibles in all of CSLT /LVFPD's insurance policies. The amount of

deductibles for insurance coverage required herein shall be reasonable and approved by LTUSD.

f. Certificates of Insurance. CSLT /LVFPD shall provide certificates of insurance with original endorsements to LTUSD as evidence of the insurance coverage required herein. CSLT /LVFPD shall not commence work under this contract until all insurance required under this section has been approved by LTUSD as to form, amount and carrier, nor shall CSLT /LVFPD allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with LTUSD and approved, in writing, by LTUSD.

22. Prevailing Wages. If relevant to this MOU's services, CSLT/LVFPD shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with LTUSD. Pursuant to applicable law, CSLT and LVFPD shall not be required to pay their employees prevailing wages for performing services under this MOU.
23. Registration: If applicable, before a public works contract can be awarded, CSLT/LVFPD's contractors and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, CSLT/LVFPD shall provide to LTUSD the name and DIR registration number for CSLT/LVFPD's contractor and any applicable subcontractor.
24. Certified Payroll Records: CSLT/LVFPD's contractors and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by LTUSD or the Department of Industrial Relations.
25. Labor Compliance: CSLT/LVFPD's contractor shall perform the services of the project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

26. This MOU constitutes the entire agreement between the parties. It may not be modified or amended except in a writing signed by all parties. The rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

27. This MOU shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

28. This MOU and all issues arising hereunder shall be governed by and construed in accordance with the laws of the State of California and any action brought relating to this MOU shall be held exclusively in the Superior Court in the County of El Dorado.

29. The undersigned represent that they are duly authorized to legally bind their respective organizations to the terms of this MOU.

Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

In witness whereof, the parties have entered into this Memorandum of Understanding.

Date:

Lake Tahoe Unified School District

By: Todd Cutler
Superintendent

Date:

Lake Valley Fire Protection District

By: Chad Stephen
Fire Chief

Date:

City of South Lake Tahoe

Signed in Counterpart

By: Joeseph D. Irvin
City Manager

In witness whereof, the parties have entered into this Memorandum of Understanding.

Date: Lake Tahoe Unified School District

signed in counterpart
_____
By: Todd Cutler
Superintendent

Lake Valley Fire Protection District

Date:

_signed in counterpart ____
By: Chad Stephen
Fire Chief

Date: City of South Lake Tahoe

_____
By: Joeseph D. Irvin
City Manager

_____
By: Heather Stroud City Attorney
Date:_____

_____
By: Susan Blankenship, City Clerk
Date:_____

Exhibit A

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

Right of Entry Agreement between the Lake Tahoe Unified School District ("District"), City of South Lake Tahoe ("Contractor"), and Lake Valley Fire Protection District ("Contractor").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has taken at least one of the following actions (check all that apply):

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ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:6

Agenda Item: Request for modification for the City's current Stevens Authority pass through Grant Funding from the USFS

Executive Summary: The USFS, Lake Tahoe Management Unit, reached out to City Staff to to offer additional funding to our current Stevens Authority pass through Grant Funding approved on May 4 2021 in the amount of $200,000 for a Hazardous Fuel Reduction project at the Lake Tahoe Airport.Â The USFS also has an additional $321,289 planned to be allocated in 2024 through the same funding source and funding agreement previously approved. Â The additional $321,289 is allocated for a second project located within the city limits on School District property behind the High School.Â All matching funds are being provided by the California Tahoe Conservancy funded positions from the Fire Dept, Lake Valley Fire District and the Tahoe Resource Conservation District staff to oversee and manage the project. The additional funding agreement also changes the performance period for the grant to July 25, 2026.

Requested Action / Suggested Motions: Pass a Resolution 1) approving the application for Hazardous Fuel Reduction at the LTUSD High School property, and accept the award of up to $321,289; 2) appointing the Fire Chief or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project; and 3) Accepting the grant funds and authorizing the Finance Director to appropriate the funds into the budget.

Responsible Staff Member: Jay Manning, Division Chief

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - USFS Grant Funding.docx
02-Resolution - USFS Hazardous Fuel Reduction Project.docx
03-USFS Modified Agreement.pdf
04-Map of Project Area

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Request for modification for the City's current Stevens Authority pass through Grant Funding from the USFS.

Location: Citywide

Responsible Staff Members: Jay Manning, Division Chief

Background: City's current Stevens Authority pass through Grant Funding from the USFS, Lake Tahoe Management Unit approved on May 4 2021 in the amount of $200,000 for a Hazardous Fuel Reduction project at the Lake Tahoe Airport. The funding was for Non-Federal Lands as a pass-through grant ("Stevens Authority"). USFS Staff have reached out to city staff offering additional funding that is available from the same grant in the amount of $321,289 for an additional project. Staff have been working closely with our South Shore Partners, LTUSD, LVFPD, CTC, Tahoe RCD and Cal Fire to identify and plan fuels reduction projects within the South Shore Division of the TFFT. Staff is seeking City Council approval to accept a modification to the originally accepted grant and authorize the City Manager, or designee to sign and submit all documents, including by not limited to applications, agreement amendments, payment requests, and necessary documents for the completion of the grant scope.

Issue and Discussion: The City of South Lake Tahoe Airport, Public Works, Fire Department and Parks & Recreation Divisions have been working collaboratively to create a more fire adapted community on the south shore of Lake Tahoe through removal of disease, dead and dying trees from City Parks and Campgrounds; high density stream zones under City jurisdiction; and fuel load reduction around Airport facilities. The Modification requested will provide funding through this grant that will go towards addressing dense area fuel reduction treatment on parcels surrounding the South Tahoe High School. If awarded the city will solicit Contractual Services for Biological Assessment Survey, Timber Operations, and Forestry Services to the extent possible with available funding. The modification also changes the deliverable date to July 25, 2026

While the City of South Lake Tahoe, Lake Valley Fire Protection District and Tahoe Fire & Fuel Team have already embarked on forest fuel load reduction and defensible space initiatives surrounding critical south shore assets, there are still areas within the community that require fuels reduction work to ensure the safety of our community. The total Area requiring hazardous fuel reduction treatment on the High School property is 80.1 acres. This funding will support a small these efforts with the grant match coming from the CTC grant awarded positions from SLTFD, LVFPD and the Tahoe RCD. Treatment through this funding will focus on thinning from below, where intermediate and suppressed, hazard trees, and dead, dying and diseased trees are

removed. This project will reduce fuels and implement and maintain reduced vegetation around all structures to the extent possible. Defensible space will protect critical school district assets.

Financial Implications: Modification to the current grant will be in an amount of $321,289. Upon award, funds should be appropriated into the Fiscal Year 2024-26 budget as follows:
Account# 215 02270
Revenue 33117: USFS $321,289
Expense 42025: Contractual Services $321,289

Environmental Considerations: This project will require both CEQA (California Environmental Quality Act) and NEPA (National Environmental Policy Act) documentation as consistent with both Federal and State Construction projects.

Policy Implications: Per Financial Management- Grant Funding and Compliance Policy approved by City Council on Sept. 8, 2020; section 2.3 City Council Approval to Apply: City Council approval to apply is required for ALL Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Modification to USFS Hazardous Mitigation Treatments on Non-Federal Lands (Stevens Authority) pass-through Grant Award

BACKGROUND

A. In May 2021, the City was awarded grant funding through USFS and a "Stevens Authority" grant award to perform hazardous fuel reduction at Lake Tahoe Airport. The funding was for $200,000 for the Airport West project scheduled for completion in the Fall of 2024.

B. The USFS has offered an additional $321,289 available in 2024 allocated "Stevens Authority" funding to pass-through to the City to enhance the funding available for fuel reduction on the LTUSD High School property set up as a project number 2.

C. The City of South Lake Tahoe will enter into an agreement with USFS to carry out a portion of the City of South Lake Tahoe, Hazardous Fuel Reduction project at the High School property with matching funds for management, permitting and planning to come from the CTC grant awarded to the City of South Lake Tahoe, Lake Valley Fire District and the Tahoe RCD.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Approves the application for Hazardous Fuel Reduction at the LTUSD High School property and accept the award of up to $321,289.
2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of The City of South Lake Tahoe are available to begin the project.
4. Certifies that said applicant will expend grant funds in accordance with Grant Agreement Between United States Forest Service and the City of South Lake Tahoe.
5. Appoints Fire Chief or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.
6. Accept the grant funds and authorize the Finance Director to appropriate the funds into the budget as follows:
   Account# 215 02270
   Revenue 33117: USFS $321,289

Expense 42025: Contractual Services $321,289

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
21-PA-11051900-016		001

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Pacific Southwest Region Office of Grants and Agreements 1323 Club Drive, Vallejo, CA 94592-1110	Lake Tahoe Basin Management Unit 35 College Drive, South Lake Tahoe, CA 96150-4500
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
City of South Lake Tahoe 1901 Airport RD , South Lake Tahoe, California 96150-7009	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: 07/25/2026
☒	CHANGE IN FUNDING: $321,289.00
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Modification adds additional funding, with a total addition of $321,289.00 - as well as extending the agreement to it's fullest term, with a new expiration date of 07/25/2026.

10. ATTACHED DOCUMENTATION (Check all that apply):

☒	Revised Scope of Work
☒	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JIM DRENNAN		11.F. NAME (type or print): ERICK WALKER	
11.G. TITLE (type or print): CSLT Fire Chief		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**

CHRISTINE VANDERMOLEN

Digitally signed by CHRISTINE VANDERMOLEN
Date: 2024.08.06 17:05:45 -05'00'

Christine VanderMolen

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE SIGNED

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.: 21-PA-11051900-016 Mod. No.: 1
Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$0.00	$0.00	$65,000.00	$0.00	$65,000.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$321,289.00	$0.00	$0.00	$321,289.00
Other					$0.00
Subtotal	$0.00	$321,289.00	$65,000.00	$0.00	$386,289.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$0.00				$0.00
Total	$0.00	$321,289.00	$65,000.00	$0.00	
Total Project Value:					$386,289.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 83.17%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 16.83%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
mechanical fuels work (contract)					$192,774.00
RPF/fuels crew labor hours (contract)					$64,258.00
materials transportation/removal (contract)					$64,257.00
					$0.00

Non-Standard Calculation

Total Other					**$321,289.00**

Subtotal Direct Costs	$321,289.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$321,289.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$321,289.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Administrative					$39,000.00
Permitting					$13,000.00
Planning					$13,000.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor		**$65,000.00**

Subtotal Direct Costs	$65,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$65,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

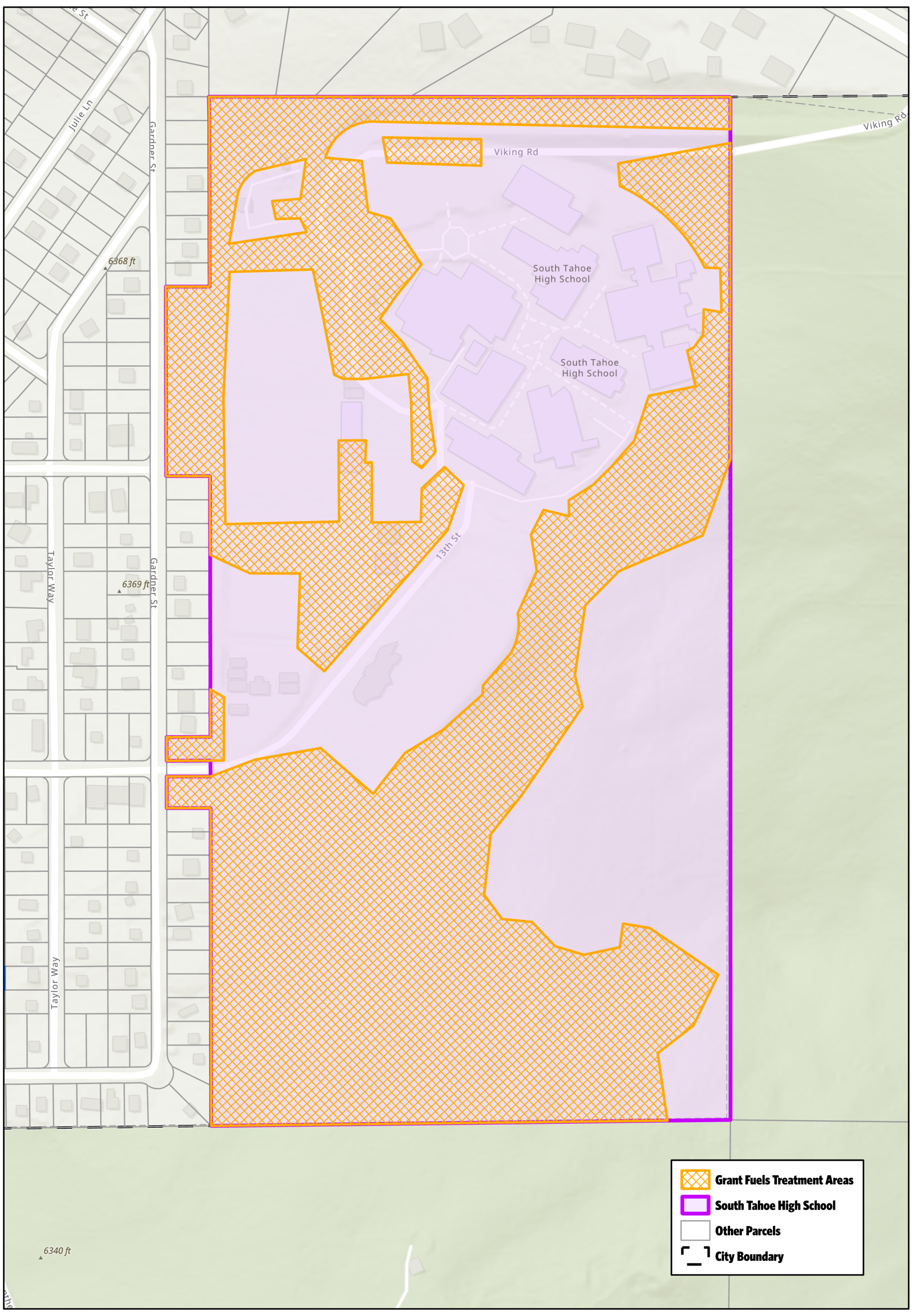
TOTAL COST	**$65,000.00**

Scope of Work for 21-PA-110519-016:

The revised scope of work for 21-PA-110519-016 is primarily defined by adding additional funds to the agreement to support hazardous fuels reduction work at a new location, the City of South Lake Tahoe High School (cooperator) and extending the expiration date of the agreement until 07/25/2026.

The hazardous fuels reduction work included in the modification occurs on lands that are non-federal owned lands, and that are owned by the City of South Lake Tahoe. A map of the project area is included below. In the map, the project area is the land adjacent to the high school within the blue highlighted buffer, which is the USFS land boundary. The hazardous fuels reduction activities are the same as what was included in the original agreement. The only change to the scope of work is the addition of a new location. The matching contribution offered by the cooperator will be directed towards all non-implementation costs, in an effort to use the USFS funds exclusively towards implementation. Currently, the planned non-implementation costs should be less than the matching contribution. The extended expiration date will allow additional time for the work to occur.


CSLTFD
Lake Tahoe Basin Management Unit
Urban Defense 200Ft Buffer
Urban Defense Urban Lots
0
0.05
0.1
0.2 Miles
N
El Dorado County
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



CITY OF SOUTH LAKE TAHOE

Draft Proposed Grant Fuels Treatment Areas High School

N

0 100 200 300 400 500

Feet

Path: \\gis\share\Projects\Fire\GeneralFireProjects\GeneralFireProjects.aprx | Draft Proposed Grant Fuels Treatment High School | 2/17/202

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:7

Agenda Item: Ratification of Participation in National Opioid Litigation Settlement with Kroger and Acceptance and Appropriation of Settlement Funds

Executive Summary: In June 2024, the City received notice of an opportunity to participate in a new nationwide opioid settlement with the national pharmacy chain Kroger. This settlement has terms similar to the previous settlements City Council authorized with the opioid distributors, Janssen, Teva, Allergan, CVS, Walgreens, and Walmart. The City is estimated to receive $57,629 over 11 years. The deadline to join the Kroger settlement was August 12, 2024, so the City Attorney executed the settlement documents and is requesting that City Council ratify the settlement.

Requested Action / Suggested Motions: Pass a Resolution ratifying participation in the national opioid litigation settlement with Kroger and accepting and appropriation settlement funds in an estimated amount of $57,629.

Responsible Staff Member: Heather Stroud, City Attorney

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance

Attachments:

01-Staff Report Kroger.docx
02-Resolution Kroger.docx
03 - Kroger Settlement Docs (Exh. A to Reso).pdf
04 - Nationwide Kroger Settlement Exhibit E.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Ratification of Participation in National Opioid Litigation Settlement with Kroger and Acceptance and Appropriation of Settlement Funds

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background:
On December 7, 2021, City Council adopted Resolution No. 2021-105 which approved the City's participation in the National Opioid Litigation Settlement (Distributors and Janssen). On September 7, 2022, City Council adopted Resolution No. 2022-112 to accept and appropriate the settlement funds. The $26 Billion settlement consisted of agreements with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and opioid manufacturer Janssen. On April 6, 2023, City adopted Resolution No. 2023-030 to join a second round of nationwide settlements involving Teva, Allergan, CVS, Walgreens, and Walmart. In June 2024, the City was notified of an opportunity to participate in a new settlement with national pharmacy chain Kroger, with a deadline to join of August 12, 2024. Because there was no available City Council meeting before that date, the City Attorney signed the settlement documents on June 24, 2024, and is requesting that City Council ratify the settlement.

Like the previous nationwide settlements, the Kroger settlement will cover all states, counties, and cities, including those like the City of South Lake Tahoe who are not parties to the litigation. Kroger will pay $1.37 Billion over an 11-year period. Under the terms of the settlements, California is slated to receive up to 8.84 percent of the total amount, or up to $122 million. Eighty-five percent of the abatement funds will go to eligible counties and cities over 10,000 in population based on the 2020 census, whether or not they have filed a lawsuit. Settlement funds distributed to cities and counties may be used only for approved abatement activities.

Issue and Discussion:
The City, as a non-litigating entity, has two options: (1) Opt in to the settlements; or (2) Do not opt in.

If the City opts in to the settlements, it must release its claims against the Defendants. The City would have the ability to either receive the settlement funds directly or have them allocated to El Dorado County, and can change the allocation over time by notifying the Settlement Fund Administrator at least 60 days prior to each annual distribution. The funds may be used only for approved opioid abatement activities such as opioid overdose training for first responders, recovery programs, and opioid prevention outreach (see Exhibit E to the Kroger Settlement Agreement, attached). Additionally, at least 50 percent of the funds received must be used for

High Impact Abatement Activities, which are: (1) the provision of matching funds or operation costs for substance abuse disorder facilities; (2) creating new or expanded substance use disorder treatment infrastructure; (3) addressing the needs of vulnerable populations including homeless individuals and people of color who are disproportionately impacted by substance use disorder; (4) diversion from the justice system of people with substance use disorder into treatment programs including first responder training and restorative justice programs; (5) interventions to prevent drug addition in vulnerable youth; and (6) the purchase of naxalone for distribution and efforts to expand access to naxalone for opioid overdose reversals. The City is responsible for annual reporting to the State of directly distributed funds.

Like the funds from the previous settlements, these funds will be used for allowable opioid abatement activities in support of the City's Reimbursement Agreement with Barton Healthcare System and the Police Department's South Tahoe Alternative Collaborative Services (STACS) program.

Staff recommends that City Council delegate authority to the City Manager and City Attorney to determine whether to accept direct distribution on an annual basis and to negotiate any agreement with El Dorado County that may be desirable if part or all of the City's distribution is determined to be appropriate to go to the County for provision of these services. The City Manager and City Attorney intend to select direct distribution of the funds for year one.

The allocation model distributes funds based on a city's population and available federal data on opioid use, disorder, overdose deaths, and opioid shipments within a city. The City of South Lake Tahoe's "weighted allocation percentage" is 0.0665456 percent. Although the funds allocated to the City will depend on the participation level among cities and counties in California, it is anticipated that based on this weighted allocation percentage and the amount of funds the City has received thus far under the Distributors and Janssen settlement using the same formula, the City would receive approximately $57,629 over 11 years.

By not opting in, the City would not be a participant in the settlement but would retain the ability to pursue its own litigation against the Defendants in the future if desired. If the City does not opt in, then the funds otherwise allocated to the City would go to the State.

More information about these national opioid settlements and the California allocation is available on the Attorney General's website at https://oag.ca.gov/opioids.

Financial Implications:
The proposed resolution would authorize and direct the City Attorney to execute the settlements and direct the Director of Finance to accept and appropriate these funds into Account No. 290-02110-36294 (Opioid Settlement Proceeds). The total distribution over the 11-year term of the settlement is estimated to be up to $57,629.

Environmental Considerations:
This action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications:

This action is consistent with City of South Lake Tahoe Strategic Plan 2023-2028 Priority 3.1 (Mental Health and Homelessness), specifically action item 2 (Explore uses of opioid settlement money for those experiencing substance use disorders).

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Ratifying Participation in National Opioid Litigation Settlement with Kroger and Accepting and Appropriating Settlement Funds

BACKGROUND

A. On December 7, 2021, City Council adopted Resolution No. 2021-105, which approved the City's participation in the National Opioid Litigation Settlement with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and opioid manufacturer Janssen. Under the terms of the settlement, $21 Billion will be paid by the opioid distributors over an 18-year period and $5 Billion will be paid by Janssen over a 9-year period.

B. On September 7, 2022, City Council adopted Resolution No. 2022-112 to accept and appropriate the funds from the settlement with distributors and Janssen.

C. On April 6, 2023, the City Council Adopted Resolution No. 2023-030 authorizing participation in settlements with Teva, Allergan, CVS, Walgreens, and Walmart. Under the terms of the settlements, $18.1 Billion would be paid over a 15-year period.

D. In June 2024, the City was notified of an opportunity to participate in a new settlement with national pharmacy chain Kroger, with a deadline to join of August 12, 2024. Because there was no available City Council meeting before that date, the City attorney signed the settlement documents on June 24, 1024, and is requesting that City Council ratify the settlement.

E. While the City is not a party to this litigation, it may opt in to the settlements and receive the benefits of the settlements in exchange for releasing its potential claims against Kroger.

F. The more cities with populations greater than 10,000, such as the City, opt in to the settlements, the more funds will be received under the incentive structure of the settlements.

G. Opting into the settlements will enable the City to receive funds from the settlements, estimated to be approximately $57,629 over 11 years, which can be used to mitigate the impacts of opioid use disorder in the community.

H. The City intends to use the settlement funds in support of the Reimbursement Agreement with Barton Healthcare System and the Police Department's South Tahoe Area Collaborative Services (STACS) program.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies the execution of the Subdivision Participation and Release Form and California State-Subdivision Agreement with Kroger (attached hereto as Exhibit “A”).

2. Delegates to the City Manager and City Attorney, on an annual basis, to select direct distribution of some or all of the City’s settlement funds, or to select distribution of some or all of the City’s settlement funds to El Dorado County.

3. Delegates to the City Manager and City Attorney authority to negotiate an agreement with El Dorado County for use of the City’s settlement funds to provide County services in the City, to be brought back to City Council prior to execution.

4. Authorizes and directs the Finance Director to accept and appropriate these settlement funds into Account No. 290-02110-36294 (revenue) and 290-02210-42025 (expenditures).

Adopted by the City of South Lake Tahoe City Council on August 13, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

DocuSign Envelope ID: 76585AC4-C94A-4A30-A17B-53C641EA4C78

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

South Lake Tahoe city, CA
Reference Number: CL-789485

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because California is participating in the Kroger settlement.

This electronic envelope contains three attachments:

- The *Participation Form* for the Kroger settlement, including a release of any claims;
- California State Subdivision Agreement for Kroger; and
- Side-letter agreement between California and Kroger

The *Participation Form and California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and Kroger modifies, as it applies to California, one injunctive relief term contained in Exhibit P, Section IX(5)(1) of the Kroger National Settlement Agreement.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

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Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. This website will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with Kroger, which modifies the *Kroger National Opioid Settlement's* injunctive relief within the State of California.

How to return signed forms:

There are three methods for returning the executed *Participation Form, the California-State Subdivision Agreement ("Subdivision Agreement"),* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form and the Subdivision Agreement* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form and the Subdivision Agreement*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement. As with electronic signature, returning a manually signed *Participation Form and Subdivision Agreement* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form and Subdivision Agreement* using DocuSign, the signed *Participation Form and Subdivision Agreement* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of

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the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Form and Subdivision Agreement*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release Form

Governmental Entity: South Lake Tahoe city		State: CA
Authorized Signatory: Heather Stroud, City Attorney		
Address 1: 1901 Lisa Maloff Way		
Address 2: Suite 300		
City, State, Zip: South Lake Tahoe	California	96150
Phone: 530-542-6046		
Email: hstroud@cityofslt.us		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

DocuSign Envelope ID: 76585AC4-C94A-4A30-A17B-53C641EA4C78

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: DocuSigned by: Heather Stroud City Attorney 3D97D8ECD4DE4BA...

Name: Heather Stroud

Title: City Attorney

Date: 6/24/2024

DocuSign Envelope ID: 76585AC4-C94A-4A30-A17B-53C641EA4C78

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the "Kroger Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Kroger Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

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Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergenCorporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

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Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),

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pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

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d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, South Lake Tahoe city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on 6/24/2024 .

Signature: DocuSigned by: Heather Stroud City Attorney 3D97D8ECD4DE4BA...

Name: Heather Stroud

Title: City Attorney

Date: 6/24/2024

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions.

Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**

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City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**

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City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**

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City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**

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City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**

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County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**

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City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**

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City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**

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City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**

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APPENDIX 1

City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**

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APPENDIX 1

City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

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b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Weil, Gotshal & Manges LLP

2001 M Street, NW Suite 600
Washington, DC 20036
+1 202 682 7000 tel
+1 202 857 0940 fax

Chantale Fiebig
+1 (202) 682-7200
Chantale.Fiebig@weil.com

BY E-MAIL

March 28, 2024

David Jones
Supervising Deputy Attorney General
Healthcare Rights & Access Section
Department of Justice
1300 I Street
Sacramento, CA 95814
Phone: (916) 210-7861
Email: David.Jones@doj.ca.gov

Re: Kroger Opioids Settlement Agreement

Dear Mr. Jones:

This letter summarizes the agreement reached between Kroger and the State of California regarding the multistate Kroger Settlement Agreement dated March 22, 2024 regarding opioid claims by states and subdivisions (the "Multistate Kroger Settlement Agreement").

The Kroger Co. and all of its direct and indirect subsidiaries ("Kroger"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modification to the Multistate Kroger Settlement Agreement in its application to California. For the avoidance of doubt, the limited modification set forth below applies only to California and to no other state or territory.

The "Prescription Red Flag" described in Section IX(5)(a) of Exhibit P to the Multistate Kroger Settlement Agreement is modified in its entirety to read as follows:

> A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient.

This limited California-specific modification was a necessary condition for California's decision to sign-on as a participating state to the Multistate Kroger Settlement Agreement.

For the avoidance of doubt, all other terms and provisions in the Multistate Kroger Settlement Agreement remain the same, including without limitation all "Prescription Red Flags" not specified above, all

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definitions, all release provisions, the eleven-year-payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms and this letter shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Chantale Fiebig
Counsel for The Kroger Co.

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:

Name: David A. Jones
Title: Supervising Deputy Attorney General
Date: March 29, 2024

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:8

Agenda Item: Agreement with EV Range for On Call Electrical and Structural Engineering Services

Executive Summary: Electrical design work and upgrades are needed at Lakeview Commons, Ski Run Blvd, and six city facilities where fleet electric vehicle charging is desired. This contract is for engineering and design of: cabinet upgrades; solar and/or snow canopies; backup generation; and, electric vehicle chargers.

Requested Action / Suggested Motions: (1) Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with EV Range for an amount of $423,186 for engineering design services; and (2) Pass a Resolution authorizing budget transfer of $85,000 for this Agreement.

Responsible Staff Member: Sara Letton, Sustainability Coordinator, and Anush Nejad, Public Works Director

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01 - Staff Report - Contract for Electrical and Structural Engineering.docx
02-Agreement with EV Range for Engineering & Design Services.pdf
03 - Resolution Authorizing Fund Transfer for EV Charging Infrastructure

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Contract for Electrical and Structural Engineering for Various Sustainability Projects

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator, (530) 542-6175
Anush Nejad, Public Works Director, (530) 542-6031

Background: California seeks to lessen the climate impacts of the transportation sector by implementing both government fleet zero emissions mandates and commercial retail sales mandates for the electric vehicle sector.

Governor Gavin Newsom's Executive Order N-79-20 states that 100% of new passenger vehicles and trucks sold in the state of California must be zero emission by 2035. The California Air Resources Board has developed regulations and strategies to achieve this in a technologically and cost-effective manner. Numerous state and local grant and incentive programs have been developed to support this mandate. Some federal programs also help support the transition to zero emission.

April 20, 2021 City Council adopted a Light Duty Fleet Transition Plan to help achieve greenhouse gas reductions. A phased approach was proposed, and was based on technology and marketplace availability, and focused the city on light duty vehicle procurement first. To accomplish these goals, the City must install electric vehicle charging infrastructure to encompass future departmental EV procurement. Charging infrastructure should be in place by the time fleet vehicles are procured. In this way the City contributes to supporting the drawdown of climate warming gases from our transportation sector (roughly one-third of community-wide greenhouse gas emissions.

In another pursuit of reduced greenhouse gas emissions, the City seeks to support event vendors by providing an electrical plug-in option compared to utilization of diesel generators during community events.

Liberty Utilities' electricity is on track to be +/- 80% renewable by 2030, well ahead of the state mandated minimum of 60% by 2030. Powering vehicles and vendor services with electricity instead of petroleum provides quantifiable emissions reductions.

Issue and Discussion: This contract is for design and consulting services to assist the Public Works and Sustainability departments with planning and design for two types of projects. The first is for increased electrical capacity at two city event sites allowing vendors to utilize grid electricity instead of diesel generation to power food trucks, etc. This will allow for a more enjoyable attendee experience, as well as decreased air pollution. The bulk of the projects in the contract

will be for shovel ready design and construction drawings for fleet-side EV charging stations, which will encompass future departmental and LakeLink needs for such infrastructure as new electric vehicles are procured.

In winter of 2024 the city issued a Request for Proposal for vendors to provide proposals for "On-Call Electrical – Structural Engineering Services: Design of EV Charging Stations, Backup Power Generators and Service Upgrades for Special Events." Six vendors submitted proposals.

A review team of three city staff, including City Manager's Office, Finance Department and Public Works reviewed the proposals. References were checked and EV Range was ranked Number 1.

Vendor/Proposer Name	Rank
EV Range	1
Sugarpine	2
Kewo	3
BC/IPS	4
Comstock	4
Borelli	5

The city desires to have a Professional Services Agreement with EV Range to design all the sites to 35%, producing an estimated cost of construction for each site. The City will issue a Notice to proceed at 35%, 60%, and 90%. The attached Proposal outlines the scope of work on a project-by-project basis.

Sites included in the project scope are:

- Electrical service upgrade at Lakeview Commons for various events.
- Electrical service upgrade at Ski Run Blvd in support of electrifying the Ski Run Farmers Market.
- 1700 D Street, i.e. the City's Motor Pool site: This site will be designed for two (2) dual Level 2 chargers under a solar canopy and supported by a battery. This site will charge electrified LakeLink vehicles overnight and can charge city fleet vehicles during the day. This project has construction funding from TRPA's Regional Grant Program that will be programmed soon. An expansion of six (6) additional vehicles will be planned on another part of the site. This site will be designed to charge fleet vehicles underneath a canopy that could potentially support photovoltaics.
- 1740 D Street, i.e. the City's Public Works office: This site will be designed to charge fleet vehicles underneath a canopy that could support photovoltaics.
- 1176 Rufus Allen, i.e. the Recreation Center site: This site will be designed for one (1) Level 3 (fast) charger under a canopy to support on route, mid-shift charging for electrified LakeLink vehicles.
- 1352 Johnson Blvd, i.e. the City's Police Department: This site will be designed for a phased transition to an electrified police fleet, which will include a significant service upgrade and backup power.

- 1052 Tata Lane, i.e. the City's Development Services Department: This site will be designed for Level 2 charging under a canopy.
- 1160 Rufus Allen Blvd, i.e. the Parks Shop. This will be designed for two station wall-mounted Level 2 chargers.

Financial Implications: EV charging projects will be focused on the fleet charging locations.

The Finance Department has identified $430,000 for the project. This includes the previous transfer of $300,000 to the EV Projects account 301-60079-48030 Construction to be reallocated to 301-60079-48020 Design. A transfer of $85,000 from Bellamy Parking Meters account 510-05440-50014 to 301-60079-48020 is requested by the accompanying resolution. A Tahoe Fund grant for $45,000 (as described in an earlier agenda item in this meeting) also helps fund one of the site designs.

Environmental Considerations: This project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 (existing facilities).

Policy Implications: The project supports the City's *Strategic Priorities*:

- 1.4 Transportation via "electrification of the transportation system is a top priority."
- 1.4.4 "Continue to partner with South Shore Transit Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency and others to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South shore Transportation Analysis."
- 1.5 Carbon Neutrality to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

The project advances the City's *Climate Action Plan*:

- **EDT-1**, Promote and incentivize EVs and EV chargers: "Evaluate the potential incentives to convert fleets to EVs."

Resolution No. 2022-088: Established a science-based greenhouse gas emissions reduction target of 59.2% reduction from 2018 greenhouse gas levels by 2030. Installation of electric vehicle charging infrastructure is identified in the CAP with quantifiable emissions reductions.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the ___13th_____day of August 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and EV Range ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 1 year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $**423,186** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: EV Range
403 W 21st St
San Pedro, CA 90732

Provide a copy to: EV Range
403 W 21st St
San Pedro, CA 90732

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract,

Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Cody Bass, Mayor

Date _____

CONSULTANT:

By _____

Carl Pancutt, CEO

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

Date _____

ATTEST:

By_____

Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EV Range
403 W 21st St
San Pedro
CA 90732

Public Works Department
City of South Lake Tahoe, California

Jul 24, 2024

Subject: **On-Call Electrical - Structural Engineering Services Design of EV Charging Stations, Backup Power Generators and Service Upgrades for Special Events**

Dear Anush:

EV Range is pleased to provide you with this proposal for professional services for the work related to EV Charging Station Project in South Lake Tahoe, CA.

Project Understanding

EV Range will provide professional services for the EV Charging Station Project. We understand the overall goal of this effort is to implement the first phase of the City's Electric Vehicle (EV) Charger Siting Plan by evaluating and designing EV charging stations at 8 (eight) sites on City property for fleet charging plus completing service upgrades for the existing Lakeview Commons and Ski Run Farmers Market to accommodate special events.

Coordination with Liberty is provided within the 35% design stage. To reduce design and deployment costs prefabricated canopies will be strongly considered. Designs for Canopies and backup generators will be additive alternate bids.

It is expected that the services will be on a task order basis, to be negotiated individually, upon appropriation of funding for each phase of the project This will be a multi-year contract for a 3-year duration, subject to availability of funding.

EV Range shall provide guidance on which of the city selected chargers are most appropriate for the different project sites. Sites will be designed to a specific charger. City shall provide charger list/descriptions.

Below is a list of the various sites with proposed improvements.

- City's Motor Pool Facility: Phase 1 (1700 D Street)
    - First Priority
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal Topographical Surveys (topos) be required after site assessment review, these shall be billed in addition.

        - New service from Liberty per their Rule 24 Make Ready Program
        - Design of the canopy to include solar panels, and the system will include a battery energy storage system.
        - Opinion of Probable Construction Costs shall not exceed secured grant funding level of $306,000. City to provide the grant application that describes the project that must be designed to satisfy the grantor. Work on designing the priority project at 1700 D Street must pause after OPCC until grantor (CalTrans) provides E76 Notice To Proceed to the City. After that time, the City will provide a notice to EV Range to complete the design.
        - This site demands some demolition and removal of very old tree stumps and regrading potentially.
- Public Works Offices (1740 D Street)
    - Second Priority
    - New service for the project will be performed under Liberty's Rule 24 Make Ready Program
    - Evaluate alternative clean-energy options in addition to diesel-powered generators for the backup power generators. These options may include a battery backup system. Estimates of probable costs, as well as sizing requirements, should be evaluated.
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
- Special Event Service Cabinet Upgrades at Lakeview Commons and Ski Run Farmers Market
    - Basic site assessment (without formal topographical survey) to be performed to assess requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
    - Two existing services to be upgraded or more likely shall require new services to support added loads to be provided by the City.
- Recreation Center Site (1176 Rufus Allen Blvd.)
    - New service for the project will be performed under Liberty's Rule 24 Make Ready Program
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
- Parks Shop - (1160 Rufus Allen)
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
- Police Station: Phase 2 (1352 Johnson Blvd.)
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
    - Evaluate alternative clean-energy options in addition to diesel-powered generators for the backup power generators. These options may include a battery backup system. Estimates of probable costs, as well as sizing requirements, should be evaluated.
    - Coordinate with separate energy firm providing solar services: Project Managers at Willdan are David Daniel ddaniel@willdan.com, and Brandon Rock, brock@willdan.com they have already performed a survey recently via another project. If the survey can be made available to EV Range this will eliminate the need to perform a survey at this site.

- Services Center Offices (1052 Tata Lane)
    - Preform site assessment prior to surveying to reduce survey cost
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
    - Evaluate alternative clean-energy options in addition to diesel-powered generators for the backup power generators. These options may include a battery backup system. Estimates of probable costs, as well as sizing requirements, should be evaluated.
- City's Motor Pool Facility: Phase 2 (1700 D Street)
    - Basic site assessment (without formal topographical survey) to be performed to assess ADA requirements. Should formal topos be required after site assessment review, these shall be billed in addition.
    - The right of way for this project needs to be evaluated prior to beginning any work on this project. If the project is not feasible based on the location of the right of way this project will be removed from the project list

Project Scope

Task 1 – Project Management

Management of the overall project will include scheduling of EV Range staff resources, regular project updates and correspondence with City and project team, coordinating field investigations, development of project schedule, quality assurance reviews, budget tracking and invoicing, and meetings with utility agencies, Caltrans, and other regulators, as necessary. The project manager will participate in kick-off meeting with City staff, the Project Team and other key stakeholders as may be appropriate, to discuss and confirm project scope details and schedule. If necessary, we will also attend a site walk of each of the sites listed above with City staff and the Project Team at this time to discuss project opportunities, constraints and strategies. This task also includes monthly virtual project update meetings with City staff and the project team. All meetings with the exception of kickoff meeting and the 35% and 65% design review meetings (see Task 6 below), will be planned to be held virtually.

Task 2 – Topographic Survey and Mapping

EV Range will provide basic site assessments at the majority of site locations to evaluate requirements for ADA and other potential factors that may impact the compliant installation of electric vehicle charging stations. Assessments shall be conducted utilizing smart levels, 3D scans and/or drones (where and if possible).

The assessment extents will be tailored to each site to cover the area of the proposed charging station, but not the entire subject parcel.

The survey will locate existing pavement grades, curb and gutter, sidewalk, building corners, visible utilities, fences, landscape areas, existing trees and other necessary surface features.

Basic site assessments will be provided without formal topographical surveys, to assess ADA requirements. Should formal surveys be required with formal Topographical Surveys after site assessment review, these shall be billed in addition.

Task 3 – Geotechnical Investigation

- For the Geotechnical scope of work, we will complete a field investigation that will consist of two

(2) subsurface borings at each of the following six (6) EV charging station sites where structural parking canopies are proposed:

- City's Motor Pool Facility: Phase 1 (1700 D Street)
- Public Works Offices (1740 D Street)
- Recreation Center Site (1176 Rufus Allen Blvd.)
- Services Center Offices (1052 Tata Lane)
- City's Motor Pool Facility: Phase 2 (1700 D Street)

Exploration depths will be from ten (10) to twenty (20) feet below ground surface, or practical refusal, whichever comes first. Samples will be collected from the surface, and at intervals of between 2½ and five (5) feet below ground surface. EV Range will provide the drilling and the USA dig clearance.

EV Range herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop Geotechnical Investigation Reports for each EV charging station site that will discuss the geologic setting, seismic considerations, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Registered California Civil Engineer and will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Borings
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if Encountered

Laboratory analysis may include:

- Modified Proctor (ASTM D-1557)
- Atterberg Limits (ASTM D-4318)
- Grain Size Analysis (including fines content) (ASTM C-136)
- Direct Shear (ASTM D-3080)
- Moisture Content and Unit Density (ASTM D-2937)
- ph/Resistivity/Soluble Sulfates
- R-Value (ASTM D-2844)

Report, Recommendations, and Conclusions:

- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Seismic Considerations and Site Geology
- Geotechnical Discussion
- Shear Strength Parameters of Site Soils
- Modulus of Subgrade Reaction
- Coefficient of Friction of Site Soils
- Grading Recommendations
- Lateral Earth Pressures (active, passive, and at rest)
- Asphalt Pavement Recommendations
- Foundation Slab Recommendations
- Portland Cement Concrete Recommendations

- Groundwater Level, if encountered

Deliverables: Electronic and hard copy of stamped/signed geotechnical report

Task 4 – Parking Canopy Due Diligence

Under this task, EV Range will evaluate and perform due diligence of various prefabricated parking canopies that may be standardized across all sites. EV Range will identify various manufacturers that provide parking canopies designed to accommodate the snow, wind, and seismic loads, as well as to support solar panel installation. The various options will be presented to the City for selection of a preferred alternative. Using information collected from the site-specific geotechnical reports (provided under Task 3) and through correspondence with the selected manufacturer, EV Range will obtain the information necessary to establish conceptual site layouts and foundation details for the parking canopy structures at each site. Canopy design plans will be created as 'additive alternates' as indicated in 'Project Understanding' section above

Below is a list of the six (6) sites where structural parking canopies are proposed:

- City's Motor Pool Facility: Phase 1 (1700 D Street)
- Public Works Offices (1740 D Street)
- Recreation Center Site (1176 Rufus Allen Blvd.)
- Services Center Offices (1052 Tata Lane)
- City's Motor Pool Facility: Phase 2 (1700 D Street)

Task 5 – Electrical Design

EV Range will provide electrical engineering design services for each of the following eight (9) sites:

- Special Event Service Cabinet Upgrades at Lakeview Commons
- Special Event Service Cabinet Upgrades at Ski Run Farmers Market
- City's Motor Pool Facility: Phase 1 (1700 D Street)
- Public Works Offices (1740 D Street)
- Recreation Center Site (1176 Rufus Allen Blvd.)
- Police Station: Phase 2 (1352 Johnson Blvd.)
- Services Center Offices (1052 Tata Lane)
- Parks Shop (1160 Rufus Allen Blvd.)
- City's Motor Pool Facility: Phase 2 (1700 D Street)

EV Range will provide designs for Backup Power for each of the following four (4) sites:

- City's Motor Pool Facility (Battery to support EV Charging)
- Public Works (Battery or Generator, TBD)
- Services Center Offices (Battery or Generator, TBD)
- Police Station (Battery or Generator, TBD)

Capacity Analysis - assess proposed added loads for addition to existing services or for new Liberty service.

Coordinate with Liberty Utilities for new service request needs.

Creation of single lines and load schedules based on proposed loads.

Task 6 – Preliminary (35%) Design

EV Range will provide civil engineering design services for each of the following eight (8) sites:

- City's Motor Pool Facility: Phase 1 (1700 D Street)
    - City needs OPCC and an 'engineers estimate' budget for CalTrans Local Assistance Program Form 3A.
- Public Works Offices (1740 D Street)

- Recreation Center Site (1176 Rufus Allen Blvd.)
- Police Station: Phase 2 (1352 Johnson Blvd.)
- Services Center Offices (1052 Tata Lane)
- Parks Shop (1160 Rufus Allen Blvd.)
- City's Motor Pool Facility: Phase 2 (1700 D Street)

Document Review

EV Range will start the preliminary design phase by collecting and reviewing all the documents and information provided by the City to aid in identifying major design elements and site constraints to inform the preliminary design.

Utility Coordination

EV Range will identify those utility companies whose facilities may be affected by this project and coordinate any required modifications or improvements with those companies. EV Range will begin by requesting existing utility mapping from providers who have facilities within the project area. We will coordinate with the City for additional record drawings for any constructed facilities. EV Range will take this information and rectify the information provided by the utilities with the field survey completed under Task 2. Once our basemap is completed, we will field proof the information with a site visit. The purpose of this visit is to identify any discrepancies in the information provided by the utilities and identify any potential utility conflicts that need to be accounted for in the design.

Coordination with Liberty through to the 35% design stage. Two of the sites involved require brand new services from Liberty per their Rule 24 Make Ready Program: 1700 D Street Phase 1, and 1176 Rufus Allen

Preliminary (35%) Plans and OPCC

Using the information collected under the surveying, geotechnical, and parking canopy due diligence tasks, as well as the horizontal layouts in the electrical drawings prepared by EV Range, the EV Range Team will prepare 35% civil design plans and an Engineer's Opinion of Probable Construction Cost (OPCC) for the proposed improvements. The plans shall comply with the City of South Lake Tahoe Public Improvement and Engineering Standards and Liberty Utilities' standard details, where applicable.

The 35% design will use the base mapping prepared in Task 2. The preliminary plans will include the following:

- Title Sheet (using the City of South Lake Tahoe title block) with a Sheet Index that will incorporate the civil plans and electrical plans.
- A preliminary demolition plan, if needed.
- Plan sheets showing the preliminary horizontal alignment of the proposed utility trench, conduits, vaults, pads, and any proposed surface improvements required to accommodate the electrical design.
- The preliminary proposed limits of pavement removal and replacement.
- Preliminary grading plan for pavement restoration, including pavement striping and signage plan for parking stalls as indicated on the EV Range electrical drawings. At this stage, grading and control will not be initiated other than as required in order to vet critical components of the design and aid in providing a preliminary OPCC.
- Where ADA accessible routes are required, the assessment of paved parking surfaces, walkways, signage, and striping will be completed to determine where improvement will be needed to conform to California ADA Compliance requirements. At this stage, ADA design will be limited to identifying areas for ADA improvements to help define the limits of the project and costs. Final design will include all the required detailed grading under Task 6.
- Limits of construction in areas outside of paved areas and associated surface restoration
- Preliminary details to meet City of South Lake Tahoe standards.

- Information collected under Task 4 will be used to provide preliminary layout of parking canopy structures and foundation dimensions.
- Preliminary civil and structural details as needed including the proposed trench design, parking canopy structures, pavement restoration, unpaved area restoration and other associated civil details.

Deliverables:

- 35% Design Submittal: Electronic PDF and hard copies of preliminary construction plans and OPCC

Task 6 – Final Construction Documents

EV Range will prepare final plans, specifications, and Engineer's Estimate of Probable Cost to the City for use in bidding.

65% Improvement Plans and Specification Submittal:

The EV Range team will develop 65% and 90% plans, specifications and OPCC based on the comments received on the 35% submittal. EV Range understands the City will provide boilerplate information for the construction documents. EV Range will provide bid item clarifications, technical specifications and any special provisions for inclusion into the bid documents. The 35% plans will be advanced to provide a level of detail associated with the 90% design stage, including the addition of TRPA required information:

- Land Capability Districts as available through TRPA's webpage
- APNs as provided by the City and Liberty Utilities
- A coverage table showing proposed new coverage by APN and Land Capability District
- Site Restoration Details and/or specifications, as necessary, for disturbed areas outside of the paved areas
- Cut/Fill quantities
- Trees larger than 14" diameter at breast height identified for removal

Upon submittal of the 90% design plans, specifications, and OPCC to the City, EV Range will participate in a review meeting with the City to go through submittal comments. EV Range will prepare a Response/Review Matrix of the comments received and provide a response to each comment on the spreadsheet for tracking purposes. EV Range understands that additional meetings may be required to discuss review comments and design issues, but will be completed as part of the regular progress meetings under Task 1.

Deliverables:

- 65% and 90% Design Submittal: Electronic and hard copies of construction plans, technical specifications, and OPCC

Final Bid Documents:

EV Range will prepare final stamped and signed plans, specifications, and OPCC to the City for use in bidding. Comments from the 90% plan review will be incorporated into the final plans and contact documents. EV Range will update all plans, quantities, bid item descriptions, technical specifications, and special provisions for the contract bid documents. EV Range will update the Response/Review Matrix.

Deliverables:

- Final Submittal: Electronic and hard copies of construction plans, technical specifications, and OPCC
- Electronic records of all project supporting files, including AutoCAD files, Esri GIS files, Microsoft Word files of specifications, imagery, and any reference files.

Task 7 – Permitting (T&M)
EV Range will prepare final plans, specifications, and Engineer's Estimate of Probable Cost to the City for use in bidding, incorporating comments from City from the 35% Design stage.

EV Range will prepare one submittal to Liberty Utilities at 90% Design Stage for review. EV Range will incorporate comments received from Liberty Utilities into a final plan set for agency permit submittals. EV Range will provide electronic and/or hard copies of the plans for permit submittals to City of South Lake Tahoe Building Department, TRPA, or other stakeholders, as required.

EV Range will prepare final stamped and signed plans, specifications, and OPCC to the City for use in bidding. Any comments from the 100% plan submittal will be incorporated into the final plans and contact documents. EV Range will update all plans, quantities, bid item descriptions, technical specifications, and special provisions for the contract bid document. Final Plans and Specifications to be signed and sealed by a Professional Engineer in CA.

The fee estimate provided for this task covers one round of comment response to permitting agencies with the understanding that comments from all permitting agencies will be provided to EV Range prior to the initiation of final revisions to the plans.

Task 8 – Bidding Assistance (T&M)
EV Range will provide bidding assistance as requested. The following tasks have been accounted for in the fee estimate provided for this task:

- Attend pre-bid meeting
- EV Range will prepare one submittal to Liberty Utilities at 35% to confirm service availability and upgrade, and at 65% Design Stage for review. EV Range will incorporate comments received from Liberty Utilities into a final plan set for agency permit submittals. EV Range will provide electronic and/or hard copies of the plans for permit submittals to City of South Lake Tahoe Building Department, TRPA, or other stakeholders, as required."
- Other task services may include but are not limited to: responding to requests for information and assistance in issuance of addendums. Additional assistance may include bid and alternate bid item evaluations, reviews and recommendation of awards in accordance with all pertinent Federal and State regulations.
- EV Range will provide support for RFI's during the bidding phase of the project.

Construction Support
EV Range has budgeted up to 40 hours of construction support response services through an RFI process. Any additional time, or other further engineering, calculations, site visits or otherwise that may be required after the provision of final approved plans shall be billed in addition.

Assumptions / Exceptions
EV Range has made the following assumptions in preparation of this proposal:

- Assumed no work will be done in CalTrans right-of-way, therefore no CalTrans permitting will be required
- All improvements will be completed within existing paved areas with no additional impervious area. We assume land coverage and land capabilities have been verified for all subject parcels. Therefore, land coverage surveys of each parcel and land capability verifications or challenges are not included in this scope of work. Additionally, no permanent BMP plan or calculations will be required.
- No coverage transfer or purchases will be necessary and, therefore, are excluded from this scope of work.
- It is anticipated that the total proposed improvements will be under one acre; therefore, a
- Stormwater Pollution Prevention Plan (SWPPP) specifications for construction work to be provided.

- EV Range assumes the electrical engineer will provide the necessary hard copies of their plans to Liberty Utilities and other agencies for inclusion in all submittal packages.
- We assume each project will require the submittal of a TRPA Public Service and Linear Public Facilities application. No other TRPA applications will be required.
- EV Range assumes all permit applications, fees and submittal preparation other than what is specifically included in the above tasks will be the responsibility of the City.
- Environmental permitting, studies, and investigations are specifically excluded.
- For the Police Station: Phase 2 (1352 Johnson Blvd.) site, no geotechnical investigation or structural due diligence tasks are included, as parking structure canopy design will be performed by others.
- This scope does not include preparation of a drainage report or any technical reports.
- This proposal does not include construction management/assistance, inspection, construction staking, materials testing services or any other professional services related to the construction phase.
- This proposal does not include any floodplain modeling, analysis, or FEMA coordination. It is understood that the project sites are outside of FEMA Flood Hazard zones.
- No comments will be made on the final submittal. The submittal review will be limited to confirm that all 35% and 90% submittal comments have been addressed.
- This proposal does not include structural engineering design services for the parking canopy structures as it is understood that pre-engineered, pre-manufactured structures are desired by the City throughout all project sites.

EV Range Budget Proposal

7-24-24

	Motor Pool	Public Works Offices	Recreation Ctr	Police Station	Services Ctr	Lakeview	Ski Run	Parks Shop	City Motor Pool	
	1700 D	1740 D	1176 Rufus	1352 Johnson	1052 Tata	(Panel Upgrades)	(Panel Upgrades)	1160 Rufus Allen	1700 D	**Task Total**
Project Management	*$4,500*	*$4,500*	*$4,500*	*$4,500*	*$4,500*	*$2,000*	*$2,000*	*$4,500*	*$4,500*	$35,500
Site Assessment	*$2,500*	*$2,500*	*$2,500*	*$2,500*	*$2,500*	*$1,000*	*$1,000*	*$2,500*	*$2,500*	$19,500
Geotechnical Investigation	*$11,845*	*$11,845*	*$11,845*	*$0*	*$11,845*	*$0*	*$0*	*$0*	*$11,845*	$59,225
Electrical Design	*$6,750*	*$6,750*	*$6,750*	*$10,000*	*$6,750*	*$3,000*	*$3,000*	*$3,000*	*$6,750*	$52,750
- Backup Generator	*$0*	*$0*	*$0*	*$7,500*	*$7,500*	*$0*	*$0*	*$0*	*$0*	
- Battery Energy Storage System	*$7,500*	*$7,500*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	
Preliminary (35%) Design	*$12,000*	*$11,250*	*$8,250*	*$8,400*	*$11,700*	*$0*	*$0*	*$3,000*	*$7,500*	$62,100
Parking Canopy Due Diligence					$12,320					$12,320
Phase 1 Lump Sum Total:					**$271,395**					
Preliminary (65%) Design	$9,600	$9,000	$6,600	$6,720	$9,360	$0	$0	$2,400	$6,000	$49,680
90% Design	$6,240	$5,850	$4,290	$4,368	$6,084	$0	$0	$1,560	$3,900	$32,292
Final Construction 100% Documents- Budget	$4,680	$4,388	$3,218	$3,276	$4,563	$0	$0	$1,170	$2,925	$24,219
Permitting Support (T&M)- Budget	$4,200	$4,200	$4,200	$4,200	$4,200	$0	$0	$2,000	$4,200	$27,200
Bidding Assistance (T&M)- Budget	$1,500	$1,500	$1,500	$1,500	$1,500	$0	$0	$1,000	$1,500	$10,000
Construction Services Support	$1,200	$1,200	$1,200	$1,200	$1,200	$0	$0	$1,200	$1,200	$8,400
Phase 2 Maximum Budget (Not to exceed)					**$151,791**					
Total Project Budget					**$423,186**					

Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal.

Assumtions and Exclusions

• Formal Topographic Survey Map required only at Airport location. All other locations, shall be assessed by EV Range during site walk for basic compliance review for ADA.
• Assumed no work will be done in CalTrans right-of-way, therefore no CalTrans permitting will be required
• All improvements will be completed within existing paved areas with no additional impervious area. We assume land coverage and land capabilities have been verified for all subject parcels.
Therefore, land coverage surveys of each parcel and land capability verifications or challenges are not included in this scope of work. Additionally, no permanent BMP plan or calculations will be required.
• No coverage transfer or purchases will be necessary and, therefore, are excluded from this scope of work.
• It is anticipated that the total proposed improvements will be under one acre; therefore, a
• Stormwater Pollution Prevention Plan (SWPPP) specifications for construction work to be provided
• We assume each project will require the submittal of a TRPA Public Service and Linear Public Facilities application. No other TRPA applications will be required.
• Assumed all permit applications, fees and submittal preparation other than what is specifically included in the above tasks will be the responsibility of the City.
• Environmental permitting, studies, and investigations are specifically excluded.
• For the Police Station: Phase 2 (1352 Johnson Blvd.) site, no geotechnical investigation or structural due diligence tasks are included, as parking structure canopy design will be performed by others.
• This scope does not include preparation of a drainage report or any technical reports.
• This proposal does not include construction management/assistance, inspection, construction staking, materials testing services or any other professional services related to the construction phase.
• This proposal does not include any floodplain modeling, analysis, or FEMA coordination. It is understood that the project sites are outside of FEMA Flood Hazard zones.
• No design changes at 100%. City still must have the right to provide comments if there are inaccuracies or lack clarity.
• This proposal does not include structural engineering design services for the parking canopy structures as it is understood that pre-engineered, pre-manufactured structures are desired by the City throughout all project sites.
• Up to 40 hours of construction support services.

Hourly Rates:

These rates apply to services rendered through December 31, 2024. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

Position	Billable Rate $/Hr
Engineering	
Director	$384.00
Group Manager	$366.00
Senior Project Manager – Special Projects	$336.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Hydrogeologist	$264.00
Staff / Project / Senior Engineer	$264.00
Assistant / Project / Senior Project Coordinator	$240.00
Project / Senior Project Designer	$216.00
Engineering Technician I / II / III	$186.00
Construction	
Director	$384.00
Materials Engineering Manager	$342.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Geotechnical Engineer	$264.00
Construction Services Supervisor / Engineer	$240.00
Assistant / Project / Senior Project Coordinator	$240.00
Geotechnician	$228.00
Inspector / Senior Inspector (includes nuclear gau	$228.00
Construction Technician I / II / III	$186.00
Materials Technician I / II / III (includes nuclear ga	$174.00
Administrative Technician	$138.00
Surveying	
Director	$384.00
Group Manager	$366.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Surveyor	$264.00
Assistant / Project / Senior Project Coordinator	$240.00
Photogrammetrist / Photogrammetry Manager	$210.00
GIS Analyst	$186.00
Surveying Technician I / II / III	$186.00
Party Chief	$240.00
Administrative & Other Services	
Administrative Support	$162.00
Copy & Print Services	COST + 20%
Mileage (per mile)	$0.75

Tasks 1-6 are lump sum. Tasks 7 and 8 are based on a time and materials using our current fee schedule. EV Range will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required. If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing EV Range to provide you with this proposal.

Sincerely,



Joe Glassmeyer
Director of RFPs, Grants and Incentives
EV Range Inc

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) **$_____**

Hourly Rate: *indicated in the following table*

Position	Billable Rate $/Hr
Engineering	
Director	$384.00
Group Manager	$366.00
Senior Project Manager – Special Projects	$336.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Hydrogeologist	$264.00
Staff / Project / Senior Engineer	$264.00
Assistant / Project / Senior Project Coordinator	$240.00
Project / Senior Project Designer	$216.00
Engineering Technician I / II / III	$186.00
Construction	
Director	$384.00
Materials Engineering Manager	$342.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Geotechnical Engineer	$264.00
Construction Services Supervisor / Engineer	$240.00
Assistant / Project / Senior Project Coordinator	$240.00
Geotechnician	$228.00
Inspector / Senior Inspector (includes nuclear gau	$228.00
Construction Technician I / II / III	$186.00
Materials Technician I / II / III (includes nuclear ga	$174.00
Administrative Technician	$138.00
Surveying	
Director	$384.00
Group Manager	$366.00
Assistant / Project / Senior Project Manager	$312.00
Staff / Project / Senior Surveyor	$264.00
Assistant / Project / Senior Project Coordinator	$240.00
Photogrammetrist / Photogrammetry Manager	$210.00
GIS Analyst	$186.00
Surveying Technician I / II / III	$186.00
Party Chief	$240.00
Administrative & Other Services	
Administrative Support	$162.00
Copy & Print Services	COST + 20%
Mileage (per mile)	$0.75

Travel and out-of-pocket expenses **$_____**

(any travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed) **$423,186**

TIMELINE

Project sites are prioritized in the Scope of Services. Expected completion within 6 months of notice to proceed.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

Augusts 13, 2024

Amending the 2023 – 2024 Budget by authorizing the transfer of $85,000

BACKGROUND

A. The City desires electrical and structural engineering and design services toward the implementation of electrical cabinet upgrades and electric vehicle charging infrastructure in a contract with EV Range

B. The 2023 – 2028 City of South Lake Tahoe Strategic Plan, 1.5 Carbon Neutrality, directs staff to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Resolves that the above recitals are true and a substantive part of this resolution.
2. Authorizes the transfer of $85,000 from account number 510-05440-50014 (Bellamy Parking Meters) to 301-60079-48020 (EV Projects, Design) (expense) for the purpose of funding a contract with EV Range for electrical and structural engineering.

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:9

Agenda Item: Ratification of Acceptance of $75,000 from CalRecycle for 2023 SB 1383 Local Assistance Grant Program

Executive Summary: CalRecycle has offered noncompetitive grants to municipalities in support of Senate Bill 1383 "Short Lived Climate Pollutants" compliance through their SB 1383 Local Assistance Grant Program. The funds will be used for staff in working with commercial food waste generators on diversion efforts, and necessary outreach and education pertaining to the new mandate. The City applied for $75,000 grant and received an award of $75,000.

Requested Action / Suggested Motions: Pass a Resolution ratifying acceptance of a grant award in the amount of $75,000 from CalRecycle's 2023 SB 1383 Local Assistance Grant Program to be used towards organics diversion education and outreach.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01 - Staff Report - Grant Acceptance.docx
02 - Resolution - Acceptance of Grant Award.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Ratifying Acceptance of $75,000 Grant Award from CalRecycle for 2023 SB 1383 Local Assistance Grant Program

Location: Citywide

Responsible Staff Member: Sara Letton (530) 542-6175

Background: In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). SB 1383 sets targets to reduce organic waste disposal by 50 percent by 2020 and 75 percent by 2025. The law also includes a target to recover at least 20 percent of currently disposed of surplus food by 2025 for human consumption. The Department of Resources Recycling and Recovery (CalRecycle) is administering a grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to SB 1383. This non-competitive grant program provides $90,000,000 in FY 2022-23 of funding to local jurisdictions to assist with the implementation of regulatory requirements associated with SB 1383, including but not limited to:

- Collection
- Edible Food Recovery
- Education and outreach (for organic waste & edible food recovery requirements)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping.

Issue and Discussion: The City of South Lake Tahoe is eligible for the CalRecycle grant because we have adopted an enforceable ordinance implementing SB 1383 (City Council Ord. No. 2021-1157). CalRecycle provided funding estimates to jurisdictions, and South Lake Tahoe's was $75,000. There is no requirement for matching funds. The grant application was submitted by November 15, 2023, and a Resolution supporting the application was submitted by November 7, 2023. Staff met with staff from South Tahoe Refuse to determine the best use of the grant funds. The City intends to use these grant funds towards education and outreach costs. Education and outreach will focus on the transition from the current collection system to a 3-cart collection system, with waste separated at the source. It will also continue to be used on education and outreach to increase organics diversion, both commercial and residential. Personnel responsible for this program will include our Sustainability Coordinator who will be working closely with South Tahoe Refuse to deploy programs in the most efficient and effective manner.

The City of South Lake Tahoe received a high-elevation waiver from the requirement to separate and recover food waste and food-soiled paper starting January 1, 2022. However, this grant can assist with the overall program goal and public education. The application was approved, and the Grant was awarded on February 26, 2024. The funds were received on May 31, 2024 in Advance in the amount of $75,000. Expenditures against this funding must be reported in arrears as follows:
October 1, 2024: Progress Report 1 Due
April 1, 2025: Progress Report 2 Due
October 1, 2025: Progress Report 3 Due
April 1, 2026: Final Report Due
April 1, 2026: Grant Term End
The Final Report is due on April 1, 2026.

Financial Implications:
There are no matching grant fund requirements. Funds should be appropriated into the FY 2023/2024 budget, account 100-01967 Sustainable South Lake Tahoe, as follows:

Cal Recycle Revenue 33243: $75,000
Sustainability Expenses 44039: $75,000

Environmental Considerations: The appropriation of funds for the above-mentioned projects is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The grant application will support the City's solid waste management efforts and supports the SB 1383 organics diversion program, including the state-mandated transition to a 3-cart waste management system.

It also supports the City's *Climate Action Plan*, WA-2, Promote reductions in organic waste and landfill diversion, and WA-3, Implement waste and climate change education program.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Ratifying Acceptance of Grant Award from CalRecycle for 2023 SB 1383 Local Assistance Grant Program

BACKGROUND

A. Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.

B. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs and administration of the application, awarding, and management of the grant programs.

C. CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants and payment programs.

D. CalRecycle has released a Notice of Funds Available for a one-time grant program to provide aid to local jurisdictions in implementing regulations adopted by CalRecycle under Senate Bill (SB) 1383 regarding organic waste.

E. The City of South Lake Tahoe is eligible for this round of funding under this grant because the City Council adopted an enforceable ordinance to implement SB 1383 (City Council Ord. No. 2021-1157), which became effective on January 1, 2022.

F. CalRecycle offered to award the grant described in the November 7, 2023, resolution to Council authorizing ratification of the grant application in the amount of $75,000. The application was approved on February 26, 2024. The grant award was received as an advance payment on May 31, 2024.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies acceptance of the award from CalRecycle for SB 1383 local assistance grant funding in the amount of $75,000, with no local match required.
2. Authorizes and empowers City Manager or designee to execute in the name of the City of South Lake Tahoe all documents, including but not limited to, applications, agreements, amendments, and requests for payment, and progress reports, necessary to implement the approved grant.

3. Authorizes a budget amendment for the CalRecycle grant of $75,000 with funds to be appropriated into the FY 2023/2024 budget account 100-01967 Sustainable South Lake Tahoe, as follows:
   Cal Recycle Revenue 33243: $75,000
   Sustainability Expenses 44039: $75,000

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #: 10

Agenda Item: Ratification of Grant Application and Acceptance of $12,500 from Tahoe Water Suppliers for Water Bottle Filling Station Program

Executive Summary: Staff applied for and was offered an award for $12,500 and now seeks to both ratify that grant application and authorize acceptance of the $12,500 to offset some of the cost of the outdoor water bottle refill stations/water fountains at five high-use sites throughout the city that were prioritized upon adoption of a municipal use and commercial ban on single-use plastic water bottles on October 4, 2022. These are the same sites and project as was presented in the request for authorization to apply for the $275,000 CalRecycle Beverage Container Recycling Grant Program on October 4, 2022.

Requested Action / Suggested Motions: Pass a Resolution: 1) Ratifying the submittal of application to Tahoe Water Suppliers Association for the Water Bottle Filling Station Grant Program; and,
2) Authorizing the acceptance of $12,500 in grant funds from Tahoe Water Suppliers Association into the FY 23 - 24 budget.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Reviewed and Approved By: Sue Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01-Staff Report - Water Bottle Filling Station Program.docx
02 - Resolution TWSA Grant Acceptance 12,500.docx
03 - Request for $12,500 to TWSA from City of SLT.pdf
04 - Grant Award via Email in lieu of contract.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Ratification of Grant Application and Acceptance of Award from Tahoe Water Suppliers Water Bottle Filling Station Program

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Background: On October 4, 2022 council voted to adopt on a second reading of an amendment to Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) to establish a municipal use and commercial ban on single-use plastic water bottles. In passing the ordinance, it was made clear to Staff that council wanted to see updates and expansion to the opportunity for residents and visitors to refill water bottles with tap water throughout the city. This was to demonstrate the City's commitment to encouraging this behavior change toward lessening reliance on single-use plastic water bottles and decreasing the amount of plastic hauled to our landfill. In the same meeting, October 4, 2022, Council authorized a $275,000 application to CalRecycle for funding to purchase and install such stations. The grant was not awarded. Staff then pursued modest grant program offered by the Tahoe Water Suppliers Association, providing up to $2500 reimbursed per outdoor installed water bottle filling stations, for the maximum of $12,500. Tahoe Water Suppliers Association manages the Drink Tahoe Tap © campaign, which supported the ordinance amendment banning single-use plastic water bottles and spoke during the council meeting. The grant would complement $150,000 in city sustainability funds that was directed to this project in the wake of not receiving the CalRecycle grant.

Issue and Discussion: Staff applied for and was offered an award for $12,500 and now seeks to both ratify that grant application and authorize acceptance of the $12,500 to offset some of the cost of the outdoor water bottle refill stations/water fountains at five high-use sites throughout the city. These are the same sites and project as was presented in the request for authorization to apply for the $275,000 CalRecycle Beverage Container Recycling Grant Program, October 4, 2022.

Financial Implications:
A resolution accompanies this Staff Report to accept the $12,500 awarded by the Tahoe Water Suppliers Association, amending the FY23- 24 budget in the following accounts:

Local Grants Revenue 301-60080-33320

Construction/Project Expense 301-60080-48030

Environmental Considerations: The appropriation of funds for the projects mentioned above is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines (existing facilities).

Policy Implications: This project advances the City's 2023 – 2028 Strategic Priority 3.4, "*Develop a culture of stewardship and care taking by residents and visitors and coordinate with regional partners to reduce the amount of litter impacting the environment. Reduce the source of litter by increasing availability of trash cans in public, banning single use plastics, installing water bottle filling stations and bear boxes in the community. Reduce the amount of waste reaching the landfill through recycling and other efforts*."

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Ratification of Grant Application and Acceptance of Award from Tahoe Water Suppliers Water Bottle Filling Station Program

BACKGROUND

A. On October 4, 2022, City Council adopted an ordinance amending Chapter 4.175 (Polystyrene and Plastic Food Packaging Regulations) of the South Lake Tahoe City Code to Establish a Municipal Use and Commercial Ban on Single-Use Plastic Water Bottles. During the staff presentations of the draft ordinance, staff reported grant programs could support the purchase and installation of public water bottle filling stations, encouraging the behavior change necessary for successful enactment of the proposed ordinance.

B. The purchase and installation of water bottle filling stations, along with education and outreach, supports City priorities (Strategic Plan 3.4 and Climate Action Plan Strategy WA-2) independently of the adoption of a single-use plastic water bottle ban.

C. The Tahoe Water Suppliers Association provides the Water Bottle Filling Station Grant Program. They offer up to $2500 per water bottle filling station, up to five stations per applicant, for a maximum of $12,500.

D. In July, 2023, Staff applied for the program and was offered the maximum award.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies the submittal of application to Tahoe Water Suppliers Association for the Water Bottle Filling Station Grant Program.

2. Authorizes the City Manager or designee to execute in the name of the City of South Lake Tahoe, all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

3. Authorizes the acceptance of $12,500 in grant funds from Tahoe Water Suppliers Association into the budget as follows:

Local Grants Revenue 301-60080-33320

Construction/Project Expense 301-60080-48030

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor
Attest:

_____
Susan Blankenship, City Clerk
The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Tahoe Water Suppliers Association
Protect the Source
WWW.TAHOEH2O.ORG

Tahoe Water Suppliers Association/Tahoe Fund
Tahoe Tap® Water Bottle Filling Station Program

Fill out the following:
Grant Request Application, Waiver , Tax ID Forms

TAHOE FUND

APPLICATION:

CONTACT INFORMATION

Contact Person: Sara Letton Title: Sustainability Coordinator

Phone Number: 530-542-6175 Email Address: sletton@cityofslt.us

Applicant's Legal Entity Name (check payable to): City of South Lake Tahoe

Mailing Address: 1901 Lisa Maloff Way, Ste. 210

Installation Address: South Lake Tahoe – 5 different sites/addresses
Lakeview Commons Bathrooms; Lakeview Boat Ramp; Regan Beach; Community Playfields; Bijou Park

Federal Tax ID #: 941610868

☑ Public Agency ☐ Private Business ☐ School ☐ Other: _____

PROJECT INFORMATION

1) Make/Model(s) for Proposed Purchase/Installation

Make: Haws. Models: See attached quote with models + part numbers.

2) Proposed Installation Date

ASAP before October 15, 2023

3) Proposed Installation Location (ex. indoor/outdoor, building type).

All outdoor, publicly accessible, high traffic locations. All are concession buildings/public restrooms areas.

4) Describe the exposure and approximate number of people that pass through the proposed location.

Likely, hundreds of thousands of people utilize these five sites every year.

5) Describe your need, reasoning and interest for a water bottle filling station.

Our city passed a first of its kind single-use plastic water bottle ban in fall 2022. Council gave direction to install more water bottle refill stations around town. The highest traffic sites were selected for priority installations.

6) Funding Amount Requested (up to $2500 per unit; limit 5 units). Estimated total cost for this project.

Estimated cost of units = $36,775 Estimated cost of installation = $22,500
Units + Install = $59,275 TOTAL Request = $12,500

OTHER INFORMATION

The City plans to do extensive outreach and education on the high quality of our drinking water, and co-branding with Drink Tahoe Tap ® is important. Budgets are always slim and this grant opportunity will allow us to install more units & do better outreach to promote Tahoe Tap!

APPLICATION CERTIFICATION

Does your agency agree to pay for the installation and maintenance costs associated with the unit?

◉ Yes ○ No

By signing below, I hereby certify that I am duly authorized by the applicant's governing body to apply for funding from Tahoe Water Suppliers Association / Tahoe Fund for the project described in this application. I further attest that the information provided in this application is accurate to the best of my knowledge.

Joseph D. L. — 7/21/2023

Authorized Representative's Signature **Date**

Joe Irvin — City Manager

Authorized Representative's Name (print) **Title**

Submit applications by mail or email to:

Tahoe Tap® Water Bottle Filling Station Grant Program
Tahoe Water Suppliers Association / Incline Village GID
1220 Sweetwater Road, Incline Village, Nevada 89451
Email: drinktahoetap@ivgid.org

TWSA Staff only:

Date Application Received: _____
by TWSA staff (initials) _____

- ○ Application received
- ○ Federal Tax ID W-9 received
- ○ Liability waiver received
- ○ Application complete and accepted
- ○ Application missing materials: _____

Application active for 90 days (date) _____

Grant Processing:

- ○ Documentation (proof of payment and photo of installation) received
  Check request submitted on (date) _____
- ○ File closed

Tahoe Water Suppliers Association
Protect the Source
WWW.TAHOEH2O.ORG

TWSA/TF - Tahoe Tap® Filling Station Grant Program

LIABILITY WAIVER AGREEMENT

TAHOE FUND

Tahoe Water Suppliers Association / Tahoe Fund (TWSA/Tahoe Fund) has developed a **Tahoe Tap® Water Bottle Filling Station Grant Program** ("Program") to provide members of the community with access to safe and reliable tap water to refill personal, reusable bottles.
TWSA/Tahoe Fund provides these grants for the purchase of a water bottle filling station, to entities within the Tahoe Basin.

TWSA/Tahoe Fund agrees to provide a grant in the agreed amounts (on application) for each approved station to:

The City of South Lake Tahoe ("Entity").

The purpose of this grant is for Entity to purchase a water bottle filling station under the terms and conditions of the Program.

TWSA/Tahoe Fund's only involvement in Entity's activities in connection with the Program is to provide grant funds. Subject to availability of funds, TWSA/Tahoe Fund's only obligation to any Entity participating in the Program is to provide the grant amount for the purpose stated. TWSA/Tahoe Fund is not responsible for any liability to any participants in the Program regardless of any liability incurred in connection with the Entity's participation in the Program.

Entity assumes all risk of loss resulting from liability, damage, or injury to any property or person arising from the Program, including all risk of injury to its employees, agents, contractors, students, volunteers, and project participants.

Pursuant to this Waiver of Liability, Entity shall defend, indemnify, and hold harmless TWSA/Tahoe Fund, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent omissions arising out of Entity's participation in the Program.

ACCEPTED: (Entity) City of South Lake Tahoe

Signature: [signature] Printed Name:

Date: 7/21/2023 Federal ID No. 94 1610868

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Social security number

			–			–				

or

Employer identification number

9	4	–	1	6	1	0	8	6	8

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of South Lake Tahoe

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **Government Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1901 Lisa Maloff Way, Suite 210

Requester's name and address (optional)

6 City, state, and ZIP code
South Lake Tahoe, CA 96150

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	4	–	1	6	1	0	8	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ A. Block Date ▶ 3-14-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 1061291
DATE..: 07/21/23
JOB...: OUTDOOR DRINKING FOUNTAINS
PAGE#.: 2

Qty	Part #	Description	Price.....	Extended
1	PZNS485546	HAWS BP32-STD BACK PANEL FOR 1920-HO OPTIONAL FOR 1920FR	195.00	195.00
1	PZNS688735	HAWS 6700-STD MOUNTING PLATE FOR 1920FR OPTIONAL FOR 1920FR	72.22	72.22
3	PZNS688738	HAWS 6521FR-STD VLV FR F/WALL MNT BUBB REQUIRED FOR 1920FR AND 1119FR	872.21	2616.63
1	PZNS688706	HAWS 3670-STD PET BOWL ACCESS NOT FREEZE PROTECTED WILL NEED TO BE FIELD MOUNTED TO WALL CUSTOMER TO DETERMINE BEST INSTALLATION	1266.65	1266.65
		SEGMENT 3 TOTAL		6,122.70
4	===> COMMUNITY PLAYFIELDS			
1	PZNS688710	HAWS 1119FR-STD DF DUAL LOW PRO L/FREEZE	1527.76	1527.76
1	PZNS688722	HAWS 1920FR-STD WM SS FR BOTTLE FILLER	372.22	372.22
1	PZNS688724	HAWS 6469-STD BF DRIP TRAY REQUIRED FOR 1119FR	72.22	72.22
1	PZNS485546	HAWS BP32-STD BACK PANEL FOR 1920-HO OPTIONAL FOR 1920FR	195.00	195.00
1	PZNS688735	HAWS 6700-STD MOUNTING PLATE FOR 1920FR OPTIONAL FOR 1920FR	72.22	72.22
3	PZNS688738	HAWS 6521FR-STD VLV FR F/WALL MNT BUBB REQUIRED FOR 1920FR AND 1119FR	872.21	2616.63
		SEGMENT 4 TOTAL		4,856.05
5	===> BIJOU PARK			
1	PZNS688702	HAWS 3612FR-STD OD BF W/ 2 DF	4629.95	4629.95
1	PZNS688703	HAWS 6518.2FR-STD DUAL FR FOR PED REQUIRED 3612FR	1638.87	1638.87

*** CONTINUED ON NEXT PAGE ***

Models

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: CITY OF SOUTH LAKE TAHOE
BLDG & GRD PAYABLES
1700 D ST.
SOUTH LAKE TAHOE, CA 96150-70

JOB:OUTDOOR DRINKING FOUNTAINS

REMARKS:
PLEASE ALLOW 4-6 WEEKS LEAD TIME

DATE: 07/21/23 NO. 1061291
EFFECTIVE 07/21/23 TO 09/30/23

TERMS: NET 30 DAYS PAGE# 1
FOB: JOBSITE
PREP. BY: DAN MARIN
775-355-4467
dmarin@gobluteam.com

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
1	===>	LAKEVIEW COMMONS - BATHROOM ARE		
1	PZNS688702	HAWS 3612FR-STD OD BF W/ 2 DF	4629.95	4629.95
1	PZNS688703	HAWS 6518.2FR-STD DUAL FR FOR PED REQUIRED 3612FR	1638.87	1638.87
1	PZNS688704	HAWS 6518FR-STD VLV FR FOR PED REQUIRED 3612FR	1172.21	1172.21
1	PZNS688706	HAWS 3670-STD PET BOWL ACCESS NOT FREEZE PROTECTED	1266.65	1266.65
		SEGMENT 1 TOTAL		8,707.68
2	===>	LAKEVIEW COMMONS - BOAT RAMP		
1	PZNS688708	HAWS 3611FR-STD OD BF W/ 1DF	3783.30	3783.30
1	pzns688703	HAWS 6518.2FR-STD DUAL FR FOR PED REQUIRED 3611FR	1638.87	1638.87
		SEGMENT 2 TOTAL		5,422.17
3	===>	REGAN BEACH - CONCESSION BLDG		
1	PZNS688710	HAWS 1119FR-STD DF DUAL LOW PRO L/FREEZE	1527.76	1527.76
1	PZNS688722	HAWS 1920FR-STD WM SS FR BOTTLE FILLER	372.22	372.22
1	PZNS688724	HAWS 6469-STD BF DRIP TRAY REQUIRED FOR 1119FR	72.22	72.22

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 1061291
DATE..: 07/21/23
JOB...: OUTDOOR DRINKING FOUNTAINS
PAGE#.: 3

Qty	Part #	Description	Price.....	Extended
1	PZNS688704	HAWS 6518FR-STD VLV FR FOR PED REQUIRED 3612FR	1172.21	1172.21
1	PZNS688706	HAWS 3670-STD PET BOWL ACCESS NOT FREEZE PROTECTED	1266.65	1266.65
		SEGMENT 5 TOTAL		8,707.68
6		===> LITTLE LEAGUE RESTROOM - Not included in this grant request		
1	PZNS688710	HAWS 1119FR-STD DF DUAL LOW PRO L/FREEZE	1527.76	1527.76
1	PZNS688722	HAWS 1920FR-STD WM SS FR BOTTLE FILLER	372.22	372.22
1	PZNS688724	HAWS 6469-STD BF DRIP TRAY REQUIRED FOR 1119FR	72.22	72.22
1	PZNS485546	HAWS BP32-STD BACK PANEL FOR 1920-HO OPTIONAL FOR 1920FR	195.00	195.00
1	PZNS688735	HAWS 6700-STD MOUNTING PLATE FOR 1920FR PZNS688735	72.22	72.22
3	PZNS688738	HAWS 6521FR-STD VLV FR F/WALL MNT BUBB REQUIRED FOR 1920FR AND 1119FR	872.21	2616.63
		SEGMENT 6 TOTAL		4,856.05
		QUOTATION TOTALS		38,672.33

* * * SALES TAX NOT INCLUDED * * *
THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS / SPECS PROVIDED TO WNS,
AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.

38,672.33
- 4,856.05
33,816.28
+ 2958 tax
$ 36,775.20
Estimated cost of units.

RE: Application to Filling Station Program from City of SLT - approved for $12,500

Madonna Dunbar <mod@ivgid.org>
Wed 7/26/2023 11:14 AM

To:Sara Letton <sletton@Cityofslt.us>;Drink Tahoe Tap <drinktahoetap@ivgid.org>

Cc:Lori Marino <lmarino@Cityofslt.us>;Madonna Dunbar <mod@ivgid.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sara –
The water bottle filling station application has been reviewed and is approved for the $12,500 requested amount.
When the stations are in, I will need receipts for the 5 stations and photos of the installation.
Then I can issue a check in the full amount and we will work on signage and getting them on the refill map.
I am very happy we could collaborate on this!
Thank you for all your hard work and leadership!
– Madonna

From: Sara Letton <sletton@Cityofslt.us>
Sent: Friday, July 21, 2023 3:36 PM
To: Drink Tahoe Tap <drinktahoetap@ivgid.org>
Cc: Madonna Dunbar <mod@ivgid.org>; Lori Marino <lmarino@Cityofslt.us>
Subject: Application to Filling Station Program from City of SLT

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Hi TWSA and Madonna,
Attached is a program funding request from the City of South Lake Tahoe. We the appreciate the opportunity to apply for funding and appreciate all the support you have provided as South Lake Tahoe voted to ban single-use plastic water bottles from being sold in our city. We want to promote our amazing tap water and lessen the amount of waste in our community.

We hope to purchase and install the units as soon as possible before the TRPA ground disturbance ban takes effect in October. I hope our timing aligns.
Best,
Sara

Sara Letton
Sustainability Coordinator
Office of the City Manager
City of South Lake Tahoe, CA
Office: (530) 542-6175
Cell: (530) 318-4770
sletton@cityofslt.us

CITY OF SOUTH LAKE TAHOE

www.cityofslt.us

This is a verified communication from the City of South Lake Tahoe. If you suspect that this message was not sent from a verified source, contact the City of South Lake Tahoe IT department at it@cityofslt.us

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:11

Agenda Item: Acceptance of $45,000 Grant from Tahoe Fund Toward Electrification of LakeLink

Executive Summary: The City has partnered with the South Shore Transit Management Association in efforts to transition the LakeLink fleet to electric in pursuit of decreasing the carbon pollution footprint of the program.Â Such a transition will necessitate both overnight charging of vehicles as well as on route charging mid-shift. These funds are directed toward the design of on route, fast charging infrastructure on city property at Rufus Allen Blvd. This is considered a fleet charging site and will not be open to the public.

Requested Action / Suggested Motions: Pass a Resolution approving receipt of $45,000 grant from the Tahoe Fund toward electric vehicle charging infrastructure costs on City property supporting the electrification of the LakeLink microtransit fleet managed by the South Shore Transit Management Association and corresponding budget amendments.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

Reviewed and Approved By: Sue Blankenship, City Clerk Heather Stroud, City Attorney Olga Tikhomirova, Finance Director Joe Irvin, City Manager

Attachments:

01 - Staff Report Grant Acceptance of 45,000 from Tahoe Fund.docx
02 - Resolution Accepting 45,000 Grant from Tahoe Fund toward EV Microtransit.docx
03 - Tahoe Fund Grant Letter.docx
04 - Tahoe Fund Project Report Template.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Grant Acceptance from Tahoe Fund toward Electrification of LakeLink

Location: 1176 Rufus Allen Blvd

Responsible Staff Member: Sara Letton (530) 542-6175

Background: The City supports the development and expansion of first/last mile transit by partnering with and helping to fund LakeLink microtransit, a program of the South Shore Transit Management Association. The SSTMA board and City leadership have expressed interest in seeing that fleet transition to electric when pragmatically possible. In pursuit of supplemental funding toward the design and implementation of both overnight and on route charging to support that fleet, the City requested permission to apply for a grant from the Tahoe Fund on January 9, 2024 for $150,000.

Issue and Discussion: The Tahoe Fund is a private charitable organization that offers a funding stream to support environmental improvement projects throughout the Basin. They accepted grant proposals in the focus areas of Forest Health, Lake Clarity, Sustainable Recreation, and Stewardship. Requests were welcome at between $5,000 to $1,000,000. No match is required but they expect projects to leverage other funding. The Tahoe Fund has offered the City $45,000 toward the total expense of the design of the site work, electrical, DC fast charger, and snow canopy at 1176 Rufus Allen Blvd.

City Staff are working with Liberty Utilities for electrical upgrades to the point of the meter via their Rule 24 Make Ready program. Engineering and design work for this site is a planned part of the proposed contract for EV Range, also on this meeting's agenda. Further grant funding is being sought to complement this funding because the full request for construction funds was not fulfilled.

Financial Implications: The original grant request was for the full cost of the project at an estimated $150,000. $45,000 is offered by the Tahoe Fund toward the project's initial design phase, which is likely to leverage other grant funding. This funding will be appropriated to the Sustainability Projects CIP Account 301-60079, to revenue and expense line items 33320 Other-Local Grants (revenue) and 48020 Design (expense).

Environmental Considerations: The proposed project that would use the grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or not expansion of existing or former use" including "restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety, unless it is determined that the

damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood."

Policy Implications: The project supports the City's *Strategic Priorities*:

- 1.4 Transportation via "electrification of the transportation system is a top priority" and **Action Item 4**: "Continue to partner with South Shore Transportation Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency and other partners to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South Shore Transportation Analysis."
- **1.5 Carbon Neutrality** to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

The project advances *Climate Action Plan*:

- **EDT-1**, Promote and incentivize EVs and EV chargers: "Evaluate the potential incentives to convert fleets to EVs."
- **TR-1** Support improvement of transit services: "Work with TTD and other transportation agencies to improve overall accessibility, reliability, and convenience of transit services."

The project supports community GHG emissions reductions, contributing to the science-based emissions reductions target established recently in Resolution No. 2022-088.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

Augusts 13, 2024

Amending the total 2023 – 2024 Budget and appropriating a $45,000 Grant From the Tahoe Fund Toward EV Microtransit Charging

BACKGROUND

A. On January 9, 2024 the City Council directed staff to pursue a grant application for $150,000 toward the cost of installing dedicated electric vehicle fast charging at 1176 Rufus Allen Blvd, in support of an electrified LakeLink microtransit fleet conversion in partnership with the South Shore Transit Management Association. The Tahoe Fund later offered the City $45,000 toward the project costs.

B. The 2023 – 2028 City of South Lake Tahoe Strategic Plan, 1.5 Carbon Neutrality, directs staff to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Resolves that the above recitals are true and a substantive part of this resolution.
2. Appropriates $45,000 awarded by The Tahoe Fund to account number 301-60079-33320 Other-Local Grants (revenue) and 48020 Design (expense) for the purpose of helping to fund design of an on route fast charging site for electric microtransit vehicles, in partnership with the South Shore Transit Management Association.

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

TAHOE FUND

Together Creating a Legacy

AMY R BERRY
Chief Executive Officer

BOARD OF DIRECTORS

CORY RITCHIE
Chair

VERDI DISESA
Vice Chair

JULIE TEEL
Secretary

CHUCK SCHARER
Treasurer

ALLEN BIAGGI

JIM BOYD

RYAN BUNTAIN

TIMOTHY CASHMAN

TODD CHAPMAN

STACEY CROWLEY

BILL DIETZ

PAUL FELTON

CINDY GUSTAFSON

VICKIE HOLTMEIER

DEB HOWARD

JOHN B. JONES, JR.

MATT LEVITT

KEVIN MARSHALL

AMY OHRAN

JIM PORTER

BETH TREACY

STEPHANIE TYLER

COUNCIL OF SPECIAL ADVISORS

ART CHAPMAN

STEVEN MERRILL

BRIAN SANDOVAL

PATRICK WRIGHT

ADVISORY COUNCIL MEMBERS

DOMINIQUE ETCHEGOYHEN

JULIE REGAN

JASON VASQUES

ERICK WALKER

March 25, 2024

Sara Letton
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 201
South Lake Tahoe, CA 96150

Dear Sara:

On behalf of the Board of the Tahoe Fund, I am pleased to award this grant of $45,000 to the City of South Lake Tahoe for the Lake Link Electrification project.

Please note that by accepting these funds, you confirm that this donation will be used solely for the above efforts, and that you will submit a final report on the use of these funds by December 31, 2024. Tahoe Fund staff will e-mail a grant reporting template shortly. In addition, by accepting these funds, the City of South Lake Tahoe consents to a potential audit examining grant use and effectiveness. The Tahoe Fund would like to be recognized in any publications or media associated with this donation and must review and approve these materials before they are published.

In the unlikely event that the City of South Lake Tahoe is unable to move forward with the project or abide by the terms set forth in this letter, the Tahoe Fund may terminate the grant upon written notice. The City of South Lake Tahoe would then be required to return to the Tahoe Fund any portion of the grant funds, including interest earned, not yet used or spent for purposes not specified in this letter or not otherwise approved by the Tahoe Fund.

We very much appreciate your work in our community and look forward to our continued relationship. Should you have any questions, please contact me at aberry@tahoefund.org or 775.298.0035.

Sincerely,

Amy Berry
Tahoe Fund CEO



Tahoe Fund Grant Report

Date:
Name of Organization:
Project Title:
Contact Name, Phone #, Email:
Date Grant Received:
Amount of Grant:

I. Brief overview of the project (*A short paragraph with project information: what did you do, how did you do it?)*

II. Project Cost
   a. What was the total project cost?
   b. What did you use the Tahoe Fund grant funding for? *(Please provide records of financial reports attached separately.)*
   c. Was the project completed, if not, what is left to do?

III. Impact
   a. What was the overall impact of the project? *(Share any metrics or findings. Please send project photos via Dropbox or Google Drive)*
   b. What impact did the Tahoe Fund grant have to the overall project?

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:12

Agenda Item: Quarterly Update on the Affordable Housing Waitlist

Executive Summary: On March 28, 2023, former Mayor Pro Tem Bass (seconded by Councilmember Wallace) requested that an item be brought to City Council to discuss the number of people actively waiting for affordable housing. The last quarterly update was on April 23, 2024, during this meeting City Council requested to also include the waitlist for the Sugar Pine Village, as part of the quarterly update. This report includes the information for the second quarter of 2024.

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

Reviewed and Approved By: Zach Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Quarterly Update.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Quarterly Update on the Affordable Housing Waitlist

Location: City-wide

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

Background: The Development Services submits quarterly reports to City Council on the number of people actively waiting for affordable housing. During the City Council meeting of April 24, 2024, Council Member Robbins requested to also include the waitlist for the Sugar Pine Village, as part of the quarterly update.

Issue and Discussion: Before the City Council is the updated waitlist from the 8 Affordable Housing properties within the City (totaling 344 units) that the City is obligated to conduct monitoring to ensure compliance with funding source requirements.

For the end of the second quarter for 2024, the current list shows a decrease from 1108 to 891. Based on a review of the individual lists, there are about 100+ names that appear on multiple lists. As such, there are approximately 800 individuals on the compiled lists. The approximate wait times range from 1-7 years depending on the size of unit.

Below is a chart outlining the breakdown of the units. The 1-bedroom units has 592 people on the list. Followed by the 2-bedroom units, which has about 210 and the 3-bedroom units has a total of 89 people, for a total of 891. Staff was informed that 90% of the people on the list are locals.

Property	Units	Total number of people on the list	1 bedroom	2 Bedrooms	3 Bedrooms	TOTAL	How long is the list 1 BD?	How long is the list 2 BD?	How long is the list 3 BD?
Sierra Garden	76	78	32	46	N/A	78	3-5 yrs.	1-1.5 yrs.	N/A
Evergreen Tahoe Apts.	26	31	N/A	3	28	31	N/A	1 yr.	5-7 yrs.
Tahoe Valley Townhomes	70	55	22	16	17	55	2 yrs.	1 yr.	2 yrs.
Tahoe Senior Plaza	45	161	161	N/A	N/A	161	4-5 yrs.	N/A	N/A
Kelly Ridge	33	48	29	19	N/A	48	2-3 yrs.	3-4 yrs.	N/A
Tahoe Pines	28	18	N/A	8	10	18	N/A	1 yr.	3-5 yrs.
Aspens	48	144	67	43	34	144	3-4 yrs.	3-4 yrs.	3-4 yrs.
Sky Forest Acres	18	356	281	75	N/A	356	4 yrs.	5-6 yrs.	N/A
Total	**344**	**891**	**592**	**210**	**89**	**891**			

The Sugar Pine Village (SPV), leasing took place on April 15, 2024. During the City Council meeting of 5/7/2024, it was noted that the SPV received 270 applications.

The most recent stats as of July 15, 2024, for the SPV property are as follows:

- 350 completed applications have been submitted
- 16 applications were denied
- 282 applications are from the local area
- 139 applications are moving forward in the process

Staff has no confirmation of the number of units leased. It's important to note that until the people qualify for a unit and are accepted, we won't have an accurate number and or the waitlist for SPV won't be finalized.

For the Lease to Locals Program the stats show that the Program is tapering off. All the leases under the Lease to Locals program are a 12-month lease.

	Year	Number of Grants Provided to Households	People Housed inc. Children	Grants Closed	Leases Renewed
1	2021-2022	23	58	23	13
2	2023	14	31	10	8
3	2024	7	16	0	
	TOTAL	**44**	**105**	**33**	**21**

Summary
The waitlist serves to document the number of people actively seeking out affordable units vs the number that are immediately available. Those on the waitlist are choosing to wait for a unit while others may choose to not put their name on the list and seek alternative arrangements. As such, waitlists may be influenced by a variety of factors. Regardless, the need for affordable housing is well established.

Monitoring the waitlists quarterly may provide an indicator of the effectiveness of City and community efforts to address low-income housing needs. This staff report serves as a monitoring and reporting update to City Council.

Financial Implications: There are no costs associated with this report, except the staff time that would be needed to provide quarterly updates to Council. This report does not result in any modifications to any Housing Programs or has any financial implications.

Environmental Considerations: This is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications:

This item is consistent with the following adopted policies and programs:

City General Plan Housing Element

Policy 1-1. The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5. The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Policy 5-1. The City shall promote housing opportunities for all persons regardless of source of income, age, race, religion, gender, sexual orientation, marital/familial status, national origin, disability, economic level, or other barriers that prevent choice in housing.

Program 2-9. The City shall continue to provide information that describes the myths and realities of multifamily and affordable housing development.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:13

Agenda Item: Budget Appropriation of Permanent Local Housing Allocation (PLHA) Formula Funds

Executive Summary: The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for $195 million for the Permanent Local Housing Allocation (PLHA) program. Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 363, Statues of 2017). SB 2 established a Fund and authorized HCD to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The PLHA funds will be utilized for three different eligible activities. It is recommended that the City Council pass a Resolution authorizing the Finance Director to appropriate up to $828,516 into the FY 2023-2024 revenue and expense budget line items for the PLHA annual allocation over five years.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate up to $828,516 into the FY 2023-2024 budget for the PLHA annual allocation over five years to fund current and future projects.

Responsible Staff Member: Jessica Wackenhut Lomeli

Reviewed and Approved By: Zach Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report.docx
02-Resolution - Budget Appropriation.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Budget Appropriation of Permanent Local Housing Allocation (PLHA) Formula Funds

Location: 3900 and 3908 Lake Tahoe Boulevard (APNs: 0129-170-01 and 029-170-02) and Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Background: The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for $195 million for the Permanent Local Housing Allocation (PLHA) program. Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 363, Statues of 2017). SB 2 established a Fund and authorized HCD to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet needs of their communities. Under the Formula PLHA program, the City of South Lake Tahoe is eligible to receive up to $994,219 over five years. The City has been awarded with the first, second, and third year-allocation totaling $729,776. Staff responded to the fourth round NOFA released in Spring 2024. There is also a competitive PLHA grant in which Sugar Pine Village was awarded $5,000,000 in both 2021 and 2022 totaling $10,000,000.

Consistent with the City Council's adopted 2021-2026 Strategic Plan (Plan), a robust set of housing programs are being developed to address the spectrum of housing needs within the City of South Lake Tahoe (City).

On July 14, 2020, the City Council adopted Resolution No. 2020-060 to authorize an application for, and receipt of, PLHA funds to fund a first-time homebuyer down payment assistance program. The City was awarded, and the Standard Agreement was executed on June 21, 2021. A Request for Proposals (RFP) was released in March 2022 to solicit proposals from outside entities to administer a first-time homebuyer down payment assistance program. The City received no responses to the proposal. With the lack of responses, City staff began an analysis of the efficacy of a homebuyer assistance program in the current market.

City staff assessed local home prices in comparison to incomes to better understand how many residents could be assisted through a down payment assistance program. Data demonstrates that there is a mismatch between the homebuyer market and local incomes which would require an outsized amount of funding to make a down payment assistance program viable. The amount of money available would not create benefit for a consequential number of people. As such staff sought alternative uses for the money that would benefit the largest number of people while meeting the objectives of the Housing Element and Strategic Plan.

On November 7, 2023, the City Council adopted Resolution 2023-095 authorizing the amendment to the PLHA application that was initially authorized and expanded the eligible activities per the PLHA Final Guidelines to include the following:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or moderate-income households, including necessary operating subsidies.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

Issue and Discussion: On May 7, 2024, the City Council authorized the Mayor to enter into the Predevelopment Loan and Development Agreement with NDC Lake Tahoe, LP for $564,073 to be used for predevelopment costs associated with the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard. The $564,073 utilized for predevelopment costs is funded by the second and third allocation of PLHA funds the City has received.

The remaining $223,018 in PLHA funds will be determined at a future date by City Council for one of the three eligible activities per the PLHA Final Guidelines listed previously.

It is recommended that the City Council adopt a Resolution authorizing the Finance Director to appropriate a total of $828,516 into the revenue and expense budget line items for the PLHA annual allocation revenue over five years, for the expenditures of the loan to NDC Lake Tahoe, LP, and for the remainder of the available funding.

Financial Implications: The PLHA is a noncompetitive grant process available from HCD, which the City is eligible to receive annual allocations over a five-year period for a total of $994,219. The City is eligible to receive three allocations. The exact amount of future allocations is not known at this time as it is based on a formula allocation of funds collected for the SB 2 Fund. The PLHA grant guidelines will allow the City to charge up to five percent (5%) for each annual allocation for grant administration.

Staff is recommending that the PLHA funds be appropriated, consistent with the Standard Agreement, as follows:

Account Number 253-06010

Revenue (33244 Housing Grants): $828,516
Expenditures (47060 Loan): $564,073
Expenditures (42020 Professional Services): $223,018
Administration Costs (50011): $41,425

Environmental Considerations: The recommendation for the $223,018 in PLHA Funds that remain unallocated is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3). This action is categorically exempt from review under the California Environmental Quality Act (CEQA) with respect to the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard for $564,073 under CEQA Guidelines section 15332 (In-Fill Development Projects)

Policy Implications: The following adopted policies and programs are applicable to this discussion:

City of South Lake Tahoe Strategic Plan 2023 - 2028

1.3.2 Proactively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd.

1.3.6 Continue to work the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey.

3.1.3 Work with local partners to support permanent supportive housing/transition and emergency homeless shelter resources in the city.

City General Plan Housing Element

The discussed action would be consistent with the following adopted General Plan Housing Element policies and programs:

Program 1-4 The City shall work with affordable, workforce, and other multifamily housing proponents to direct them to Community Plan or Area Plan areas where incentives are already in place to allow for the additional coverage that could enable achievement of the densities necessary to make a project “pencil out.” The City will also seek opportunities to incentivize the construction of new housing to serve large renter households.

Policy 1-10 The City shall actively seek opportunities to obtain federal, state, and local funding for affordable housing and community development and implementation of General Plan policies and programs to support housing affordability, community development and safety.

Policy 2-1 The City shall ensure a stable community by helping tenants to become homeowners and preserving the ability for residents to afford housing in the community where they grew up.

Policy 2-3 The City shall encourage a range of housing options so that people who work in South Lake Tahoe can choose to live in the city.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and

support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Policy 2-9 The City shall strive to provide housing opportunities that are affordable for workers earning between 60 and 180 percent of the area median income. The City recognizes that police and fire personnel, schoolteachers, nurses, and other public service employees are an essential component of the local workforce.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Budget Appropriation of Permanent Local Housing Allocation (PLHA) Formula Funds

BACKGROUND

A. The City General Plan Housing Element (2014) identified a general disparity between wages and the cost of housing in South Lake Tahoe. There is a need for new housing construction to serve low, very low, and extremely low income residents due to 36.1 percent of City residents in these income categories having a cost burden greater than 30 percent and 19.8 percent having a cost burden greater than 50 percent between 2006 and 2010.

B. On July 14, 2020, the City Council adopted Resolution No. 2020-060 to authorize an application for, and receipt of, PLHA funds to fund a first-time homebuyer down payment assistance program. The City was awarded, and the Standard Agreement was executed on June 21, 2021.

C. A Request for Proposals (RFP) was released in March 2022 to solicit proposals from outside entities to administer a first-time homebuyer down payment assistance program. The City received no responses to the proposal. With the lack of responses, City staff began an analysis of the efficacy of a homebuyer assistance program in the current market.

D. On November 7, 2023, the City Council adopted Resolution 2023-095 authorizing the amendment to the PLHA application that was initially authorized and expanded the eligible activities per the PLHA Final Guidelines.

E. On May 7, 2024, the City Council authorized the Mayor to enter into the Predevelopment Loan and Development Agreement with NDC Lake Tahoe, LP for $564,073 to be used for predevelopment costs associated with the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard. The $564,073 utilized for predevelopment costs is from the second and third allocation of PLHA funds the City has received.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Appropriate budgeting on the PLHA funds into account number 253-06010 as follows:

Revenue (33244)	$828,516
Expenditures: Loan to Project 47060 Professional services 42020	 $564,073 $223,018

Administration Costs (50011)	$41,425

Adopted by the City of South Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:14

Agenda Item: Reject Bid for Rockwood to Blackwood Drainage Improvements Project

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drain pipe with new stormwater treatment basins and conveyance system integrated in the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area that is subject to historic flooding, development impacts in SEZ areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrients loads in urban runoff that has the potential to impact Lake Tahoe. One piece of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project that mitigates flooding on Woodbine Road, Rockwood Road, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park. The Department of Public Works released the Rockwood to Blackwood Drainage Improvements Project bid documents to the public on June 25, 2024. On July 16, 2024 at 2:00 p.m. the Department of Public Works held a public bid opening. One (1) bid was received for the project. Staff is recommending City Council reject this bid under Public Contract Code section 20166 as the only bid received exceeds the Cityâ€™s fiscal capacity for the project.

Requested Action / Suggested Motions: Pass a Motion to reject the bid received for the Rockwood to Blackwood Drainage Improvements Project - BN-24-30140051-01 and direct staff to re-bid the Project.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney Joe Irvin, City Manager

Attachments:

01-Staff Report - Reject Bid.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: **August 13, 2024**

Title: **Reject Bid – Rockwood to Blackwood Drainage Improvements Project**

Location: Rockwood Drive to Blackwood Drive, Bijou Park Creek Watershed

Responsible Staff Member: Jason Burke, Complete Streets Program Manager (530) 542-6038; Brianna Greenlaw, Associate Civil Engineer (530) 542-6042

Background:
The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The city completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drainpipe with new stormwater treatment basins and conveyance system integrated into the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area subject to historic flooding, development impacts in SEZ areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that has the potential to impact Lake Tahoe. One piece of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project, which mitigates flooding on Woodbine Road, Rockwood Road, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park.

The Department of Public Works released the Rockwood to Blackwood Drainage Improvements Project (Project) bid documents to the public on June 25, 2024. One hundred and two (102) contractors, sub-contractors, and vendors licensed to perform the work were electronically notified via the City's electronic bid site. In addition, the City's Project Manager and design consultant also reached out to contractors. Eleven (11) prime contractors downloaded documents for bidding.

On July 16, 2024 at 2:00 p.m. the Department of Public Works held a public bid opening. One (1) bid was received for the project. Bid tabulation is as listed below in *Table A.*

	Prime Contractor	Location	Base Bid Amount
1	LaFleur Engineering, Inc.	Roseville, CA	$2,407,970

Table A – Prime Contractors submitting bids

The bids shown in *Table A* represent the base bid. Per the project specifications, the selection of the lowest responsive bid shall be awarded based on the base bid. For this project, the City has also included in the bid one additive alternate, as listed below in Table B, that could be added to the project base bid award by the City Council.

	Additive Alternates	Added Cost
1	2 Additional 36" CMP Drop Inlets on Blackwood Road and associated appurtenances	$19,356

Table B – Additive Alternates

The City's consultant team (Wildscape Engineering, Inc./NTCD) Engineers Estimate for the project's construction cost at $1,557,365 (Base Bid only) in June 2024 based on construction document level drawings and specifications. The consultant completed the estimate based on unit prices from similar projects completed in the area. The single bid of $2,407,970 represents an increase of approximately 55% over the engineer's estimate.

Staff anticipates that only one bid was received that was significantly higher than expected due to several factors that resulted in Contractors transferring risk to the Owner at the time of bidding:

- Awarding this construction contract in mid-August would realistically only allow for one and a half months of construction. With an accelerated timeline and liquidated damages associated with substantial completion, the Contractor's prices typically are elevated. Readvertising this project to allow a full construction season (May – October) in 2025 will help to reduce Contractor risk.
- Most Contractors already have a full schedule for this summer. Not only does this reduce the number of bidders, but it also makes it difficult for prime Contractors to find available subcontractors with the appropriate licenses.
- This project includes extensive coordination for utility relocation. Although the City and the design consultant team have initiated these efforts with the utility companies, uncertainty about the delay that utility coordination could cause during a very short construction period reduces Contractor interest.
- Custom structures are necessary for installing this drainage system, and they have long manufacturer lead times. Although the City has initiated the procurement process (providing them as City furnished items) to reduce the timeline constraint on the Contractor, there is still uncertainty until the products are delivered on-site. These products will be delivered well before next season, which will reduce this uncertainty during advertisement.

Issue and Discussion:

Staff is recommending City Council reject this bid under Public Contract Code section 20166 (see Statute below) as the only bid received (shown above in *Table A*) exceeds the City's fiscal capacity for the project.

> *P.C.C. 20166. In its discretion, the legislative body may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the legislative body may accept the one it chooses. If no bids are received, the legislative body may have the project done without further complying with this chapter.*

The rejection of bids will delay construction until 2025. Staff plans to readvertise the Project within the next two months, with the intent to award a construction contract for the 2025 season (May-October) before the end of the calendar year. While the delay is unfortunate, it allows staff to focus on strategies to increase bidding competition and provide project scheduling incentives.

The City has already informed the affected properties regarding the bid results and re-advertisement of the project.

Financial Implications:

Rejecting this bid and readvertising in late summer/fall will allow for a greater bidding pool of Contractors, which will likely result in bids much closer to the engineer's estimate and the City's available budget for this project.

The Construction Account has $1,211,815 available from the US Forest Service Grant. $300,000 was added from the Cannabis Revenues Grant Program during Mid-Year budget adjustments (Resolution 2024-030). ARPA funding was added to the Project and swapped with Cannabis Revenues Grant Program funding for a net increase of $277,998 (Resolution 2024-064). The total available budget for construction is $1,789,813.

In addition, the staff is planning to apply for an additional $400,000 from existing TRPA mitigation funds to supplement the project budget, bringing the total budget to $2,189,813.

Environmental Considerations:

After completing all public noticing and review period required by relevant state laws, the Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020 (SCH # 202090564). On May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration for the Project.

Policy Implications:

The Project is consistent with City Council Strategic Policies and Goals, specifically:

- Action Item 5.3 (Infrastructure and Maintenance) by developing sustainable infrastructure projects, based on the prioritized capital improvement project list.
- Action Item 5.5 (Fiscal Sustainability, Resiliency & Transparency) by utilizing grant funding to implement this important drainage project.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:15

Agenda Item: Acceptance of $25,000 Grant from California Governor's Office of Emergency Services for Tahoe Community Emergency Response Team

Executive Summary: The California Governorâ€™s Office of Emergency Services (Cal OES) has approved a Grant Subaward application in the amount of $25,000 to support the estimated costs associated with the implementation of the recently formed Tahoe Community Emergency Response Team (CERT). These operating costs will provide CERT with the supplies and equipment necessary to develop the Tahoe CERT program and establish a baseline capacity to enhance and expand the program for effective community preparedness during disasters and emergencies.

Requested Action / Suggested Motions: Pass a Resolution amending the Fiscal Year 23/24 budget and accepting the Cal OES Grant Subaward in the amount of $25,000 appropriated into the Emergency Preparedness account with the performance period of June 1, 2024, through December 31, 2025.

Responsible Staff Member: John Stark, Director of Parks & Recreation

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Cal OES Listos CERT Grant Acceptance.docx
02-Resolution - Cal OES Grant Acceptance.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Cal OES Listos California CERT Support Grant Program Acceptance and Appropriate Grant Funding

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: The California Governor's Office of Emergency Services (Cal OES) has approved a Grant Subaward application in the amount of $25,000 to support the estimated costs associated with the implementation of the recently formed Tahoe Community Emergency Response Team (CERT) Team. These operating costs will provide CERT with the supplies and equipment necessary to develop the Tahoe CERT program and establish a baseline capacity to enhance and expand the program for effective community preparedness during disasters and emergencies.

Issue and Discussion:. The City of South Lake Tahoe, Parks and Recreation Department intends to enter into an Operational Agreement with the Tahoe CERT Team to mutually support the goal of educating and training residents, volunteers, and visitors in disaster preparedness for the hazards that may impact the Tahoe Community. The Cal OES Listos grant will provide $25,000 to fund equipment and supplies to CERT through the operational agreement, with a performance period of June 1, 2024 through December 31, 2025.

Financial Implications: Upon acceptance, the City will receive $25,000 in grant funding reimbursement for CERT to purchase the supplies and equipment necessary to develop the Tahoe CERT program. With City Council approval, these funds should be appropriated into the FY 23/24 budget as follows: Account# 100-01952 Emergency Preparedness
Revenue# 33209 Office of Emergency Services (CalOES) $25,000
Expense# 42025 Contract Services (CERT) $25,000

Environmental Considerations: The proposed action accepting grant funds is not a "project" under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity such as purchases for supplies and personnel-related actions.

Policy Implications: The acceptance of the Grant Subaward to support the operating costs of the Tahoe CERT program meets Strategic Priority 5.1 Public Safety, Goal 1: Improve City government capacity, customer service and efficiency through continuous improvement initiatives.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Authorizing Acceptance of $25,000 Grant from the California Governor's Office of Emergency Services (Cal OES) for the Tahoe Community Emergency Response Team

BACKGROUND

A. In Winter 2023, Tahoe Community Emergency Response Team (Tahoe CERT) and the City of South Lake Tahoe (City) came together to work towards a goal of supporting Tahoe CERT to educate and train volunteers regarding disaster preparedness that may impact the community.

B. In Spring 2024, the City applied for the California Governor's Office of Emergency Services (Cal OES) Grant Subaward in the amount of $25,000 to support the estimated costs associated with the implementation of the recently formed Tahoe CERT Team. On May 22, 2024, the City was notified Cal OES selected the City's grant proposal. The Grant Subaward will provide the supplies and equipment necessary to develop the Tahoe CERT program and establish a baseline capacity to enhance and expand the program for effective community preparedness during disasters and emergencies.

C. The City of South Lake Tahoe, Parks and Recreation Department intends to enter into an Operational Agreement with the Tahoe CERT Team to mutually support the goal of educating and training residents, volunteers, and visitors in disaster preparedness for the hazards that may impact the Tahoe Community. Funds will not be expensed by Tahoe CERT until the Operational Agreement is executed.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Amends the FY 23/24 budget and authorizes acceptance of the Cal OES Grant Subaward in the amount of $25,000 appropriated into Account # 100-01952 Emergency Preparedness, revenue line item 33209 Office of Emergency Services and expense 42025 Contract Services, to support the Tahoe CERT, with the performance period of June 1, 2024, through December 31, 2025.

Adopted by the City of South Lake Tahoe City Council on August 13, 2024, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:16

Agenda Item: El Dorado Boat Ramp Lease Agreement with California State Lands Commission

Executive Summary: In January 1977, the California State Lands Commission authorized a 48-year Public Agency Permit to the City of South Lake Tahoe to construct and maintain a two-lane boat launch ramp and reconstruct and maintain an existing pier and floating dock. The permit expired on June 30, 2023. In 2023, the City applied for a General Lease - Public Agency Use (Lease Agreement) for an existing public boat dock previously authorized and a seasonal swim line that was not previously authorized with the Commission for a 20-year term. On June 7, 2024, State Lands Commission staff included a report recommending issuance of the lease as agenda item #7 on the Consent Calendar. Commissioners approved the item as presented by a vote of 3 â€“ 0.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Lease Agreement with the California State Lands Commission for the El Dorado Boat Ramp.

Responsible Staff Member: John Stark, Director of Parks & Recreation

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - El Dorado Boat Ramp Lease Agreement.docx
02-Lease with State of California Lands Commission
03-State Lands Commission Staff Report.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: El Dorado Boat Ramp Lease Agreement

Location: El Dorado Boat Ramp

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: In January 1977, the California State Lands Commission authorized a 48-year Public Agency Permit to the City of South Lake Tahoe to construct and maintain a two-lane boat launch ramp and reconstruct and maintain an existing pier and floating dock. The permit expired on June 30, 2023.

In 2023, the City applied for a General Lease - Public Agency Use (Lease Agreement) for an existing public boat dock previously authorized and a seasonal swim line that was not previously authorized with the Commission for a 20-year term.

On June 7, 2024, State Lands Commission staff included a report recommending issuance of the lease as agenda item #7 on the Consent Calendar. Commissioners approved the item as presented by a vote of 3 – 0.

Issue and Discussion:. It is requested City Council pass a motion authorizing and directing the Mayor to execute the Lease Agreement.

Financial Implications: The City has the authority to continue operations of El Dorado Boat Ramp for a 20-year lease term; consideration being the public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

Environmental Considerations: Approval of the lease is categorically exempt from review under California Environmental Quality Act (CEQA) Guidelines section 15301 (existing facilities).

Policy Implications: The execution of the Lease Agreement meets Strategic Priority 2 Recreation & Equitable Access, Goal 1: Elevate the recreation experience provided by the City to attract visitors and residents.

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Land Management Division
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.s: 026-050-006
County: El Dorado

LEASE 5222

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map

SECTION 1: BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **CITY OF SOUTH LAKE TAHOE** hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS:
1901 Lisa Maloff Way, suite 300
South Lake Tahoe, CA 96150

LEASE TYPE:
General Lease – Public Agency Use

LAND TYPE:
Sovereign

LOCATION:
Lake Tahoe, adjacent to Assessor's Parcel Number 026-050-006, South Lake Tahoe, El Dorado County, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE:
Use and maintenance of an existing public boat dock and a seasonal swim line.

TERM:
20 years; beginning June 7, 2024; ending June 6, 2044, unless sooner terminated as provided under this Lease.

CONSIDERATION:
The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

AUTHORIZED IMPROVEMENTS:

X **EXISTING:** public boat dock and swim line

_____ **TO BE CONSTRUCTED:** N/A

CONSTRUCTION MUST BEGIN BY: N/A

CONSTRUCTION MUST BE COMPLETED BY: N/A

LIABILITY INSURANCE:
Liability insurance in an amount no less than $1,000,000 per occurrence as specified in Section 3, Paragraph 4 "Insurance"; Lessee may satisfy all or part of the insurance requirements through maintenance of a staff-approved self-insurance program as specified in Section 2, Paragraph X."

SURETY BOND OR OTHER SECURITY:
$0

SECTION 2: SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. Lessee acknowledges that the land described in Exhibit A of this Lease is subject to the Public Trust and is presently available to members of the public for recreation, waterborne commerce, navigation, fisheries, open space, and any other recognized Public Trust uses. Lessee also agrees that Lessee's authorized activities and use of the Lease Premises shall not unreasonably interfere with or limit Public Trust rights and shall do so only to the extent necessary to protect public health and safety during activities authorized by Lessor, or when imminent threats to public health and safety are present.

2. Except as specifically authorized in this Lease, Lessee shall not store any personal items or construct any improvements within the Public Trust easement below elevation 6228.75 feet, Lake Tahoe Datum , that may impair the public's right of access for navigation, fishing, and public trust consistent recreational uses, as described in the case of State of California v. Superior Court of Lake County (Lyon), 29 Cal. 3d 210, 229-231.

[Remainder of page left intentionally blank]

Section 3: General Provisions

Paragraph 1: Definitions

"**Applicable Laws**" are all local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, judgments, orders, notice requirements, and other requirements of governmental authorities pertaining to the use or condition of the Lease Premises and the conduct of Lessee's business thereon in effect as of the date of execution of this Lease or subsequently enacted and lawfully applied hereto.

"**Damages**" are all liabilities, demands, claims, actions, or causes of action whether regulatory, legislative, or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs, and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Applicable Laws, Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

"**Environmental Laws**" are any and all federal, state, or local environmental, health, or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, treaties and conventions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to Lessee, and the Lease Premises with respect to: (a) the protection, preservation, or clean-up of the environment, wildlife, habitat, or natural resources; (b) the use, treatment, storage, transportation, handling, or disposal of Hazardous Materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; or (e) the health and safety of persons or property.

"**Hazardous Materials**" are any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity,

carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based on, directly or indirectly, such properties or effects.

"**Improvements**" are any modification, alteration, addition, or removal of any material and any other action that changes the condition of the Lease Premises from the natural state, whether situated above, on, or under the Lease Premises. Improvements include any construction situated on or placement of material within the Lease Premises regardless of value.

"**Lease**" is this document together with all subsequent amendments and exhibits.

"**Major Repairs**" means any work that requires a permit or approval from other agencies, requires environmental review, or requires rebuilding or replacing any of the authorized Improvement(s).

"**Mineral Resources**" includes timber, crops, sand, oil, gas, hard rock minerals and other mineral deposits as defined in Public Resources Code section 6407.

"**Natural Resources**" are all of the flora and fauna native to both the upland terrestrial, fresh water, coastal and marine ecosystems within, and adjacent to, the lease premises.

"**Public Trust**" means the constitutional, statutory, and common law doctrine providing the state's sovereign authority over the navigable waters of the state, including the tidelands and submerged lands underlying those waters that are held in trust for the benefit of all the people of the state and for purposes that include maritime or water-dependent commerce, navigation, fisheries, the preservation of lands in their natural state for scientific study, open space, wildlife habitat, and water-oriented recreation.

"**Repairs**" means work to maintain the Lease Premises and Improvements thereon in good, safe, and clean condition. Repairs are work that is minor in scope, do not require obtaining permits, approvals, or authorizations from other agencies, such as building permits, and do not require environmental review

under State or Federal environmental laws.

Paragraph 2: Rent

2.1. **Absolute Triple Net Lease**. This Lease is an absolute triple net lease, meaning Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities, repairs, or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

2.2. **Payment of Rent**. Lessee must pay rent annually, on or before each anniversary of this Lease unless this Lease specifies a different rent schedule. The first installment is due on the beginning date of this Lease or within 60 days of Lessor authorizing the Lease at a public meeting, whichever is later. Rent is due each year in advance. Should Lessee submit payments that are less than the full amount of rent due under this Lease, Lessor may provide a supplemental billing invoice. Rent will not be refunded or prorated if Lessee discontinues use of the Lease Premises during the term.

2.3. **Place for Payment**. All payments under this Lease must be submitted to Lessor's principal office as specified in this Lease. Lessee may contact Lessor's accounting staff for Lessor's current practices for payment by credit card or electronic fund transfer.

2.4. **Courtesy Invoices**. Lessor may send courtesy invoices to the address on file for Lessee at least thirty (30) days before a rent payment is due. Lessor's failure to, or delinquency in, providing invoices will neither excuse Lessee from paying rent nor extend the time for paying rent. If Lessor does not send a courtesy invoice, Lessee must submit rent in the amount of the prior year's rent when due and contact Lessor within thirty (30) days to determine the balance due.

2.5. **Penalties and Interest**. Penalties for late payments of any amounts due under this Lease and interest thereon are as provided in Title 2, California Code of Regulations section 1911(b). Timeliness of receipt of remittances shall be as provided in Title 2, California Code of Regulations section 1911(a).

2.6. **Annual Adjustment of Rent**. The rent specified in Section 1 of this Lease will be adjusted annually by the Consumer Price Index as specified in Title 2, California Code of Regulations section 1900(m) & (n) unless otherwise specified in this Lease.

2.7. **Review of Non-Monetary Consideration**. If rent is discounted or waived pursuant to Title 2, California Code of Regulations section 2003(e)(4), Lessor may

review such determination at any time and set a monetary rental. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that the rent is changed, whichever provides more notice.

2.8. **Periodic Rent Review**. Lessor may modify the method, amount, or rate of consideration effective on each tenth anniversary of the beginning date of this Lease, in addition to the last two years of the Lease as provided in Provision 14.4 below. Lessor shall consider the factors provided in Title 2, California Code of Regulations section 2003(d) when determining whether a rent modification is appropriate and which rental method listed in section 2003(a) should apply. Should Lessor fail to exercise such right effective on any tenth anniversary, it may do so on any one (1) of the next nine (9) anniversaries following such tenth anniversary, without prejudice to its right to modify rent on the next or any succeeding tenth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

2.9. If Lessor elects to prepare an appraisal to establish a new rent, Lessee may, at its option, also provide a timely independent appraisal at its sole expense for Lessor's review and consideration. Prior to Lessee's contracting for such appraisal, Lessor and Lessee shall negotiate in good faith and agree upon the terms and conditions for such third-party appraisal, including but not limited to the highest and best use, appraisal methodology, and minimum appraiser credentials. Such appraisal shall be prepared in accordance with generally accepted and applicable appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

2.10. **Books and Records.** Lessee must keep and maintain full and accurate accounting books and records of transactions from the Lease Premises in accordance with generally accepted accounting principles for at least the five (5) prior years. The accounting books and records kept and maintained by Lessee for audit purposes must include all records, receipts, journals, ledgers, and documents reasonably necessary to enable Lessor or its auditors to perform a complete and accurate audit of gross sales and exclusions from gross sales in

accordance with generally accepted accounting principles. Lessee must also maintain an original receipt for the payment of taxes, assessments, or installments and deliver such to Lessor upon request.

2.11. **Report of Gross Income**. On Lessor's request, Lessee must submit a Report of Gross Income on a form provided by Lessor for the prior five (5) years. This report together with supporting documentation (hereinafter collectively referred to as "Income Reports") must include all business operations located on or over the Lease Premises. The gross income of sublessees and all others generating income on the Lease Premises must be reported separately and with sufficient organization and detail so that Lessor can identify the source of all gross income generated on the Lease Premises.

2.12. **Audits**. On not less than ten (10) days' prior written notice to Lessee, Lessor may cause an audit to be made of the Income Reports and all of Lessee's records and accounting books necessary (in Lessor's judgment) to audit such items. Lessee will make all such books and records available for the audit at the Lease Premises or at Lessor's offices. If the audit discloses an underpayment of Rent, Lessee will immediately pay to Lessor the amount of the underpayment with "Interest" (as provided in Paragraph 2.5), which will accrue from the date the payment should have been made through and including the date of payment. If the audit discloses an underreporting of rent in excess of two percent (2%) of the reported Gross Income, then Lessee will also immediately pay to Lessor all reasonable costs and expenses incurred in the audit and in collecting the underpayment, including auditing costs and attorney fees. If the audit discloses an overpayment of Rent, Lessee will be entitled to a credit in the amount of the overpayment against the next rent payment(s).

Paragraph 3: Surety

3.1. **Lessee to Obtain Surety**. Lessee shall provide a surety bond or other security device acceptable to Lessor when required by Section 1 of this Lease. Such security shall be for the specified amount, name the State of California, California State Lands Commission, as the assured, and guarantee to Lessor the faithful observance and performance by Lessee of all the terms, covenants, and conditions of this Lease.

3.2. **Lessor's Modification of Surety**. Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or

other increased need for security. The surety bond or other security device may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements such that the cost for removal of such Improvements is increased; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease, (v) Lessor determines it is in the best interest of the state; (v) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify the surety on the next fifth anniversary or as otherwise provided above. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the surety is considered, or thirty (30) days' notice prior to the effective date of the increase.

3.3. **Lessee's Modification of Surety**. Any security device required under this Lease must be maintained at all times during the Lease term. Lessee must first seek approval of Lessor before changing the surety holder or the type of security device used.

Paragraph 4: Insurance

4.1. **Lessee Must Insure Lease Premises**. Lessee must obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements. The coverage limit must be no less than the amount specified in Section 1 of this Lease.

4.2. **Insurance Policy Requirements**. The insurance policy must identify the Lease by its assigned number. The coverage provided must be primary and non-contributing. Lessee must keep such policy current. Lessor must be named as a "certificate holder" or an "additional interest" on the policy. Lessee must provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee must provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

4.3. **Notice to Lessor**. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason and shall act diligently to replace the insurance. Failure to timely replace the insurance may result in a default of the

lease.

4.4. **Modification.** Lessor may require an increase in the amount of the insurance to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need. Insurance coverage may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements or intensity of use; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease; (v) Lessor determines it is in the best interest of the state; (vi)within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify insurance requirements on the next fifth anniversary. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of insurance is considered, or thirty (30) days' notice prior to the effective date of the increase.

Paragraph 5: Taxes, Assessments, and Fees

5.1. **Revenue and Tax Code Section 107.6 Statement**. Issuance of this Lease creates a possessory interest that may be subject to property taxation. The Lessee may be subject to, and is solely responsible for, any possessory interest taxes levied on the leasehold interest.

5.2. **Lessee to Pay All Taxes, Assessments, and Fees.** In addition to any Rent due under this Lease, Lessee must pay when due all real and personal property taxes imposed on or associated with the Lease Premises during the term of this Lease. This includes, without limitation: possessory interest taxes, assessments, special assessments, user fees, and service charges. If this Lease begins or ends during a tax year, Lessee must pay the taxes, assessments, and fees for the portion of the tax year the Lease was in effect.

5.3. **Reimbursement Agreements**. Lessee must pay in full any amount owed on the Application Reimbursement Agreement within 30 days of invoice.

5.4. **Records of Payments.** Lessee shall keep the official and original receipt for payments required by this paragraph 5 and provide to Lessor upon request.

Paragraph 6: Land Use

6.1. **Only Authorized Uses**. Lessee will use the Lease Premises only for the purposes stated in this Lease. Any additional uses or Improvements require separate

authorization from Lessor. Lessee must submit a separate application to Lessor to amend this Lease if Lessee intends to add to or alter the Improvements on, or change the uses of, the Lease Premises.

6.2. **Lessee to Comply with All Applicable Laws**. Lessee, at Lessee's sole expense, will comply with all Applicable Laws. Lessee must give Lessor immediate written notice on Lessee's becoming aware that the use or condition of the Lease Premises is in violation of any Applicable Laws. Lessee must obtain and maintain all permits or other entitlements.

6.3. **Lease Does Not Substitute for Permits**. This Lease does not substitute for or provide preference in obtaining approval from other federal, state, or local agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and will be solely responsible for all costs incurred thereby.

6.4. **No Discrimination**. Lessee, in its use of the Lease Premises, must not discriminate against any person or class of persons on any basis protected by federal, state, or local law.

6.5. "**As Is.**" Lessee accepts the Lease Premises "as is" and acknowledges that:

6.5.1. Lessor, including its officers and employees, made no representations or warranties as to the suitability of the Lease Premises for any uses authorized under this Lease. Lessee is solely responsible for determining the suitability of the Lease Premises for any proposed use or Improvements; and

6.5.2. Lessor, including its officers and employees, has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to Applicable Laws. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and

6.5.3. Damage to or destruction of any Improvements on the Lease Premises by any cause whatsoever does not entitle Lessee to any reduction in rent or extension of this Lease; and

6.5.4. Any Improvements on the Lease Premises are considered personal property and not fixtures; and

6.5.5. Lessee accepts the hazards involved in using or improving such lands. Lessor is not responsible for any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, climate change,

sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards. Lessee will not be reimbursed or receive offset of rent for such hazards; and

6.5.6. The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims. The Lease is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6.6. **Uses Inconsistent with the Public Trust Prohibited**. Unless specifically authorized in this Lease, any use of the Lease Premises which is inconsistent with the Public Trust is prohibited when the Lease Premises are lands subject to the Public Trust.

Paragraph 7: Climate Change

7.1. Lessee acknowledges that the Lease Premises and adjacent upland may be subject to the hazards exacerbated by climate change, including sea level rise. Potential hazards to the Lease Premises from climate change include but are not limited to flood damage, erosion damage, earthquakes, tsunamis, and damage from waves and storm-created debris. Lessee acknowledges that these impacts associated with climate change may require additional adaptation or protection strategies applied to the improvements on the Lease Premises and additional maintenance.

7.2. Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may be subject to environmental review and require additional approval by the Lessor.

7.3. Lessee shall conduct monitoring reports within the first three years of lease execution or construction, and at five-year intervals thereafter for the life of the project; and shall also provide Lessor with monitoring reports following any extreme event, including, but not limited to: extreme tide event (including King Tides), earthquake, or tsunami that results in the declaration of a Local Emergency or a State of Emergency (as defined in Cal. Gov. Code § 8558) or a federal Emergency or Major Disaster (as defined in 44 C.F.R. § 206.2).

Paragraph 8: Environmental Matters

8.1. **Lessee to Comply with Environmental Laws**. Lessee, at its sole cost and

expense, will comply with all Environmental Laws.

8.2. **Hazardous Materials**. Lessee will immediately notify Lessor of any known violation of any Environmental Laws, along with any action, claim, demand, inquiry, or order relating to a violation of Environmental Laws on the Lease Premises. Lessee must immediately provide copies of all related documents upon Lessor's request. Lessee must immediately notify Lessor and the appropriate governmental emergency response agency, or agencies in the event of any release or threatened release of any Hazardous Material on or about the Lease Premises.

8.3. **Cleanup of Hazardous Materials**. If Hazardous Materials are located on or released onto or about the Lease Premises due to Lessee's activities on the Lease Premises, the Lessee is responsible for the cleanup and disposal of such Hazardous Materials consistent with all Applicable Laws. Lessee must submit a site assessment and removal/remediation plan prepared by a professional, licensed and qualified to remove or remediate the Hazardous Materials for review and approval by Lessor. If Lessor approves the plan in writing, Lessee must commence the removal/remediation at its sole expense, in conformance with all Applicable Laws. Alternately, Lessor may elect to perform the removal/remediation at Lessee's expense. Lessee must compensate Lessor for the actual cost of the removal/remediation within thirty (30) days of receiving a written invoice from Lessor.

8.4. **Inspection**. Lessee will permit Lessor or its agents to enter the Lease Premises on 24-hour notice to inspect, monitor, or take remedial action with respect to Hazardous Materials. If Hazardous Materials are generated, stored, or transported on the Lease Premises, Lessor may require Lessee to conduct an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Materials. If this assessment or inspection is required, Lessor will be allowed to review and approve the contractor, and the work will be done at Lessee's expense.

8.5. **Conservation**. Lessee will cooperate with and participate in conservation programs for water, electricity, composting, natural gas and recycling programs, including those for the collection of cardboard, metals, plastics, and glass at Lessee's expense.

Paragraph 9: Repairs, Major Repairs, and Alterations

9.1. **Lessee Required to Perform Repairs**. Lessee is solely responsible for

maintaining the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition. Lessee is not required to get Lessor's advanced approval for routine Repairs.

9.2. **Major Repairs Require Lessor Approval.** Lessee must obtain Lessor's advanced written approval prior to conducting any Major Repairs. The decision whether a Repair is a Major Repair, and the decision whether a lease amendment is necessary, will be made by Lessor and based on the scope, cost, and impacts of the work.

9.3. **Alterations Require Lessor Approval.** Any material change in the size, scope, density, type, nature, or intensity of Improvements on or uses of the Lease Premises from what is authorized in this Lease will be considered an Alteration. Lessee may not conduct any Alterations without a modification of this Lease approved by Lessor. The decision whether a change constitutes an Alteration will be made by Lessor and based on the individual facts.

9.4. **Improvements in Disrepair or Unsafe Condition.** Lessee's failure to maintain the Lease Premises or Improvements that have become unsafe or derelict entitle Lessor to require removal under Paragraph 14. After providing notice and opportunity to cure, Lessor may require submission of a written plan to restore the Lease Premises under Paragraph 14. Lessee's failure to comply shall entitle Lessor to terminate this Lease, remove the Improvements from the Lease Premises and recover the costs incurred in doing so from the Lessee.

Paragraph 10: Lessor's Reservation of Rights

10.1. **Non-Exclusive Lease.** Lessee's right of occupancy is non-exclusive. Lessee may control access to the Improvements on the Lease Premises. Unless otherwise stated in this Lease, Lessee may exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with the Authorized Use of the Lease Premises.

10.2. **Lessee Responsible for Impacts to Natural Resources and Public Trust Uses.** When the Lease Premises include school lands or sovereign lands, the Lessee is responsible for any damage or adverse impacts to Natural Resources within or adjacent to the Lease Premises. It is the intention of Lessor to limit the transfer of rights under this lease to the minimum level required to carry out the primary purpose of the Lease. Lessee's use of the Lease Premises must minimize impacts to the Public Trust if the Lease Premises are subject to the Public Trust. Lessee must not interfere with public access or Public Trust uses authorized under statute

and common law.

10.3. **Mineral Resources**. Mineral Resources may not be removed from the Lease Premises unless specifically authorized under this Lease. Lessee shall not extract, sell, damage, or use Mineral Resources found within the Lease Premises without specific authorization under this Lease. Lessor reserves the right to grant and transfer Mineral Resources along with the right to grant leases to third parties in and over the Lease Premises for the extraction of such Mineral Resources. Such leasing will not be inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

10.4. **Right to Inspect**. Lessor reserves the right to inspect the Lease Premises. If access to the Lease Premises is reasonably accomplished by passing through adjacent property owned by Lessee, Lessor shall provide 24-hour notice prior to entry and Lessee shall grant such entry for inspection of the Lease Premises.

10.5. **Statutory Reservations**. Lessor reserves to the public an easement across the Lease Premises complying with Public Resources Code section 6210.4 and Public Resources Code section 6210.5.

10.6. **Multiple Overlapping Leases Allowed**. Lessor reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

Paragraph 11: Indemnity

11.1. **Lessee's Sole Risk.** Lessee's use of the Lease Premises and any Improvements thereon, including use by guests and invitees, is at Lessee's sole and exclusive risk.

11.2. **Lessee to Indemnify Lessor**. Except to the extent caused by the sole negligence or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, or breach of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal

property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any Applicable Laws or violation of any Environmental Laws; (8) The costs for any cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during Lessee's occupation of the Lease Premises. This obligation includes any prior leases between Lessee and Lessor and will continue until Lessee has performed all duties under Paragraph 14.

11.3. **Lessor Not Required to Defend**. Lessor need not defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

11.4. **Lessee to Notify Lessor**. Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

Paragraph 12: Assignment, Encumbrance, or Sublet

12.1. **Lessor's Consent Required for Assignment**. Lessee shall not mortgage; hypothecate; encumber; assign; sublet; enter into franchise, license, or concession agreements; or otherwise transfer all or part of this Lease (collectively "Assign" or "Assignment") without Lessor's advanced and expressed consent at a properly noticed public meeting. Any purported Assignment without Lessor's consent will be void and of no force or effect and will not confer any estate or benefit on anyone. A consent to one Assignment by Lessor will not be deemed to be a consent to any subsequent Assignment by or to any other party.

12.2. **Lessee Actions Not Considered Assignments**. If Lessee is a public corporation whose stock is traded on a nationally recognized stock exchange, sale or transfer of such stock is not an Assignment.

12.3. **Procedures**. If Lessee desires to Assign this Lease, Lessee will apply to Lessor for the proposed Assignment. The Assignment will be considered by Lessor at a public meeting. Lessor may require any of the following in considering consent of an Assignment: (a) the nature, effective date, terms, and conditions of the assignment; (b) a description of the identity, net worth, and previous business

experience of the proposed assignee; (c) a complete business plan prepared by the proposed assignee; and (d) any further information relevant to the proposed Assignment that Lessor reasonably requests. Lessor may either (i) consent to the proposed Assignment; (ii) refuse to consent to the proposed Assignment; or (iii) determine that it is preferable to terminate this Lease and issue a new lease to the proposed assignee.

12.4. **Standard for Consent.** Lessor may refuse its consent to the proposed Assignment on any reasonable grounds. Reasonable grounds include, without limitation: (a) the proposed assignee intends to use the Lease Premises for different activities or uses than those set forth in Section 1; (b) the proposed assignee's financial condition is deemed by Lessor to be inadequate to support the financial and other obligations of Lessee under this Lease; (c) the business reputation or character of the proposed assignee is not reasonably acceptable to Lessor; (d) the proposed assignee is not likely to conduct a business of a quality substantially equal to that conducted by Lessee; (e) the proposed assignee's planned use of the Lease Premises would increase the burden on the Lease Premises, involve an increased risk of the presence, use, release, or discharge of Hazardous Materials; or (f) Lessor has not received adequate assurance that all breaches will be cured before the effective date of the proposed Assignment.

12.5. **Additional Terms.** Lessee's Assignment of the Lease does not release Lessee from liability for any Hazardous Materials or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during Lessee's tenancy. An unauthorized assignment does not relieve Lessee from its covenants and obligations under this Lease. Lessor's acceptance of any payment due under this Lease from any person other than Lessee will not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any Assignment.

12.6. **Bankruptcy.** If Lessee files a petition or an order for relief is entered against Lessee under the Bankruptcy Code (11 U.S.C. § 101, et seq.), then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or as that deadline may be extended by order of the court, or the Lease shall be deemed to have been rejected and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all breaches of

this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (a) that within ten (10) days from the date of such assumption or assignment, all monetary breaches of this Lease will be cured; and (b) that within thirty (30) days from the date of such assumption, all non-monetary breaches of this Lease will be cured; and (c) that all provisions of this Lease will be satisfactorily performed in the future.

12.7. **Permitted Assignments.** The following Assignments are permitted under this Lease without Lessor's consent: (a) Assignment caused by the death of a spouse where the full interest of the deceased spouse is Assigned to a surviving spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the assignment; (b) assignment caused by the dissolution of the marriage of Lessee when the full interest of one spouse is assigned to the other spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the transfer; and (c) substitution or succession of a new trustee if the Lease is held in trust and the Lessee is a trustee or successor trustee thereof, provided Lessor is notified in writing no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

12.8. **Lessee Remedies.** If Lessor withholds or conditions its consent and Lessee believes that Lessor did so contrary to the terms of this Lease, then Lessee's sole remedy will be to prosecute an action for declaratory relief to determine if Lessor properly withheld or conditioned its consent, and Lessee hereby waives all other remedies.

Paragraph 13: Breach

13.1. **Events of Breach.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Lessee's failure to pay rent when due or any other charges under this Lease for five (5) days after written notice from Lessor to Lessee will be considered a monetary breach. Lessee's failure to perform any other promise, covenant, or agreement under this Lease for more than thirty (30) days after written notice from Lessor to Lessee will be considered a non-monetary breach. If a non-monetary breach cannot be cured within the thirty (30)-day period, the breach will be deemed to be cured if Lessee begins to cure the breach within the thirty (30)-day period and continues to diligently complete the cure.

13.2. **Breach of Lease.** Lessor shall provide written notice to Lessee specifying the

particulars of the breach. Should Lessee fail to cure the breach within the period specified in Paragraph 13.1, then Lessor may elect to pursue any available remedies under law, or those specified in paragraph 13.3, below.

13.3. **Remedies on Breach of Lease**. In addition to any other rights or remedies at law or equity, Lessor may, without further notice, (a) terminate this Lease, reenter and take possession of the Lease Premises and remove all persons and all Improvements therefrom at Lessee's cost; or (b) keep this Lease in effect without declaring this Lease terminated and without terminating Lessee's right to possession, reenter the Lease Premises and occupy the whole or any part for and on account of Lessee and collect any unpaid rentals and other charges that have become payable or that may thereafter become payable; or (c) terminate this Lease after reentering the Lease Premises as provided in subclause (b) above. Any notice required to be given by Lessor above will be instead of, and not in addition to, any notice required under the laws of the State of California.

13.4. **Determination of Rental Value**. If rent under this Lease is calculated as percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

13.5. **Acceptance of Rent When Lessee is in Breach**. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted, unless the breach was a monetary breach and the payment occurs during the cure period specified in Paragraph 13.1.

13.6. **Acceptance of Payments After Lease Termination**. Lessee's submission or Lessor's acceptance of any payments after the expiration or termination of this Lease shall not reinstate or extend this Lease. Lessor may elect to retain any payment submitted and apply these payments to offset any damages claimed against Lessee; or Lessor may elect to allow a holdover tenancy under Paragraph 14.6; or Lessor may elect to refund the payments less a reasonable handling fee.

13.7. **Waiver of Rights**. The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party.

Paragraph 14: Conditions of Lease Termination

14.1. **Use of State Land**. This Lease authorizes the use or occupation of state land for a fixed term of years without options or rights of renewal. Lessee accepts that future leases authorizing the continued existence of any Improvements constructed or maintained by Lessee on the Lease Premises are subject to a discretionary action of the California State Lands Commission. Submission of an application for a new lease does not guarantee a new lease will be granted to Lessee. Lessee acknowledges that construction of Improvements on the Lease Premises and investment in or obtaining financing for the uses authorized under this Lease is done in full understanding that future leases are not guaranteed. Lessee also affirmatively represents that the cost of removing Improvements was considered before entering into this Lease and placing or assuming any Improvements on state land.

14.2. **Abandonment**. Lessee's right of access to the Lease Premises was a material consideration in Lessor issuing this Lease. If, without prior notice to Lessor, Lessee sells, abandons, or loses title to the upland property adjacent to the Lease Premises, or otherwise loses the legal right to access the Lease Premises, Lessor may deem this an abandonment of the Lease Premises. Lessee must actively maintain and manage any Improvements authorized by this Lease. Should Lessee discontinue use, management, or maintenance of the authorized Improvements, Lessor may deem this an abandonment and elect to terminate the Lease. Alternately, Lessor has the remedy described in California Civil Code section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due if Lessee has right to sublet or assign, subject only to reasonable limitation). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

14.3. **Restoration**. In issuing this Lease it is Lessor's understanding that all Improvements will be removed from state land at the expiration or termination of this Lease. If Lessee abandons the Lease Premises, or Lessor terminates this Lease, or this Lease expires without execution of a new lease authorizing Lessee's use of the Lease Premises, Lessee must: 1) remove all Improvements regardless of whether Lessee constructed or placed Improvements together with all debris at its sole expense and risk, restoring the Lease Premises to as close as possible to an unimproved condition to Lessor's satisfaction; and 2) immediately surrender possession of the Lease Premises. Lessor may, in its sole discretion, allow all or any portion of the Improvements to remain in place. In

carrying out this obligation, Lessee acknowledges that further authorizations, review of the Restoration Plan, and environmental review may be necessary as outlined in Section 14.4 below.

14.4. **Two Years Prior to Expiration**. (A) If Lessee desires to continue the uses authorized under this Lease, Lessee shall submit an application together with all required fees at least two years prior to the expiration of this Lease. Submission of an application does not guarantee a new lease will be granted to Lessee. (B) If Lessee does not desire to occupy the Lease Premises beyond the term of this Lease, then two years prior to the expiration of this Lease, Lessee shall submit an application, including a detailed plan to remove all Improvements and restore the Lease Premises to the condition existing prior to the installation or construction of any Improvements. The plan must include a timeline for obtaining all necessary permits. The restoration plan may require a subsequent environmental review and approval from Lessor. (C) Lessor may modify annual rent, surety and insurance within the last two years of the Lease.

14.5. **Failure to Restore Lease Premises**. Lessee's failure to remove improvements, restore the Lease Premises, or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof. Lessee shall not be entitled to any compensation for Improvements left on the Lease Premises at the termination or expiration of this Lease. Lessor may, in its sole discretion, elect to treat the Improvements as abandoned and remove all or any portion of Improvements from the Lease Premises. Lessee's failure to adequately restore the Lease Premises imposes significant financial liability on Lessor. As a result, Lessee shall be responsible for all expenses incurred by Lessor in restoring the Lease Premises, including, without limitation, staff time, environmental work or permitting, contractor costs, and reasonable attorney's fees.

14.6. **Holdover**. This Lease terminates without further notice at the end of its term. Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises and allow a period of holdover tenancy. Any holdover tenancy shall be on a month-to-month basis. Lessee's submittal of annual rent during holdover does not constitute tenancy longer than month-to-month. Any holdover tenancy shall be on the same terms as this Lease insofar as such terms can be applicable to a month-to-month tenancy. The rent for each month or any portion thereof during such holdover period is one hundred fifty percent (150%) of one-twelfth (1/12) of

the total compensation for the most recent year paid. The month-to-month tenancy may be terminated by Lessor upon thirty (30) calendar days' prior written notice to Lessee.

14.7. **Holdover on Leases with No Monetary Consideration.** In the event this Lease does not require monetary consideration, 14.6 shall continue to apply, and in addition: 1) Lessor shall have the right to establish rent based on the fair market value of the Lease Premises, and 2) In no way shall the prior lease consideration limit damages for trespass.

14.8. **Quitclaim.** In the event this Lease is terminated prior to expiration, Lessee shall deliver a quitclaim of all rights under this Lease to Lessor on request. Lessee shall execute and deliver such quitclaim to Lessor in a form provided by Lessor. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

Paragraph 15: Additional Provisions

15.1. **Conflict in Terms.** In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

15.2. **Boundaries.** This Lease does not establish the State's boundaries in so far as it relates to land and resource jurisdiction and ownership and is made without prejudice to either party regarding any land and water boundary or title claims which may be asserted presently or in the future.

15.3. **No Waiver.** Lessor's acceptance of a late or nonconforming performance shall not constitute a waiver unless such waiver is expressly acknowledged by Lessor in writing. Lessor's delay in or omission to exercise any right under this Lease shall not constitute a waiver.

15.4. **Time is of the Essence.** Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

15.5. **Notice.** All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail or other reputable private carrier with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessor's staff and Lessee may agree to accept any notice by electronic mail. Lessee shall give Lessor notice of any change in its

name or address.

15.6. **Consent**. Lessor's consent to one transaction or event shall not be deemed to be a consent to any subsequent occurrence.

15.7. **Changes**. This Lease may only be amended, revised, or supplement by written agreement of the Parties.

15.8. **Joint and Several Obligation**. If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

15.9. **Captions**. The section and paragraph captions used in this Lease are for the convenience of the Parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

15.10. **Severability**. If any term, covenant, or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

15.11. **Representations**. Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor except those stated in this Lease. This document contains the entire agreement of the Parties. No verbal agreements, representations, warranties, or other understandings affect this Lease. Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement, or understanding not contained in this Lease.

15.12. **Gender and Plurality**. In this Lease, words importing any gender include any or all genders, and the singular number includes the plural whenever the context so requires.

15.13. **Survival of Certain Covenants**. All covenants pertaining to bond, insurance, indemnification, restoration obligations, breach or remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

15.14. **Counterparts**. This agreement may be executed in any number of counterparts and by different Parties in separate counterparts.

15.15. **Delegation of Authority**. Lessor and Lessee acknowledge that Lessor as defined herein includes the Commission Members, their alternates or designees,

and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

15.16. **Successors.** The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

[Remainder of the page left intentionally blank.]

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NUMBER: 5222

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE: CITY OF SOUTH LAKE TAHOE

By: _____

Cody Bass

Title: Mayor

Date: _____

LESSOR: STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Title: _____

Date: _____

Execution of this document was authorized by the California State Lands Commission on _____.

ATTACH ACKNOWLEDGMENT

NO SCALE

SITE

N

LAKE TAHOE

SEASONAL SWIM LINE

EXISTING BOAT DOCK 6' x 80'

9' IMPACT AREA

6223'± LTD

EXISTING BOAT RAMP

APPROX. SHORELINE

APN 026-050-006

EL DORADO BEACH, SOUTH LAKE TAHOE

NO SCALE

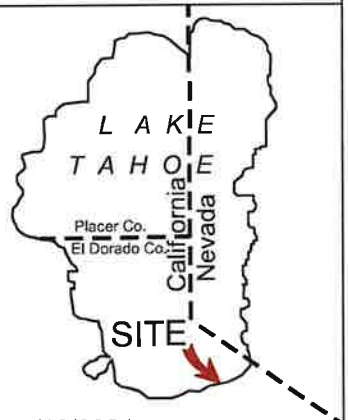
LOCATION



THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

EXHIBIT B

LEASE 5222
CITY OF SOUTH LAKE TAHOE
APN 026-050-006
GENERAL LEASE - PUBLIC AGENCY USE
EL DORADO COUNTY



TS 03/18/2024

EXHIBIT A

LEASE 5222

LAND DESCRIPTION

Two parcels of submerged lands situated in the bed of Lake Tahoe, lying adjacent to fractional Section 32, Township 13 North, Range 18 East, M.D.B.&M., as shown on Official Government Township Plat approved July 8, 1875, County of El Dorado, State of California, more particularly described as follows:

PARCEL 1 - Dock

All those lands underlying an existing boat dock and boat ramp lying adjacent to Tract B as shown on that Record of Survey filed on November 16, 1988 in Book 16 of Record of Surveys at Page 30 in Recorder Office of said County.

TOGETHER WITH any applicable Impact Area(s).

EXCEPTING THEREFROM any portion lying landward of elevation 6223 feet LTD on the shoreline of said Lake Tahoe.

PARCEL 2 – Seasonal Swim Line

All those lands underlying an existing seasonal swim line lying adjacent to Tract B as shown on that Record of Survey filed on November 16, 1988 in Book 16 of Record of Surveys at Page 30 in Recorder Office of said County.

EXCEPTING THEREFROM any portion lying landward of elevation 6223 feet LTD on the shoreline of said Lake Tahoe.

Accompanying plat is hereby made part of this description.

END OF DESCRIPTION

Prepared 03/18/2024 by the California
State Lands Commission Boundary Unit.



NO SCALE

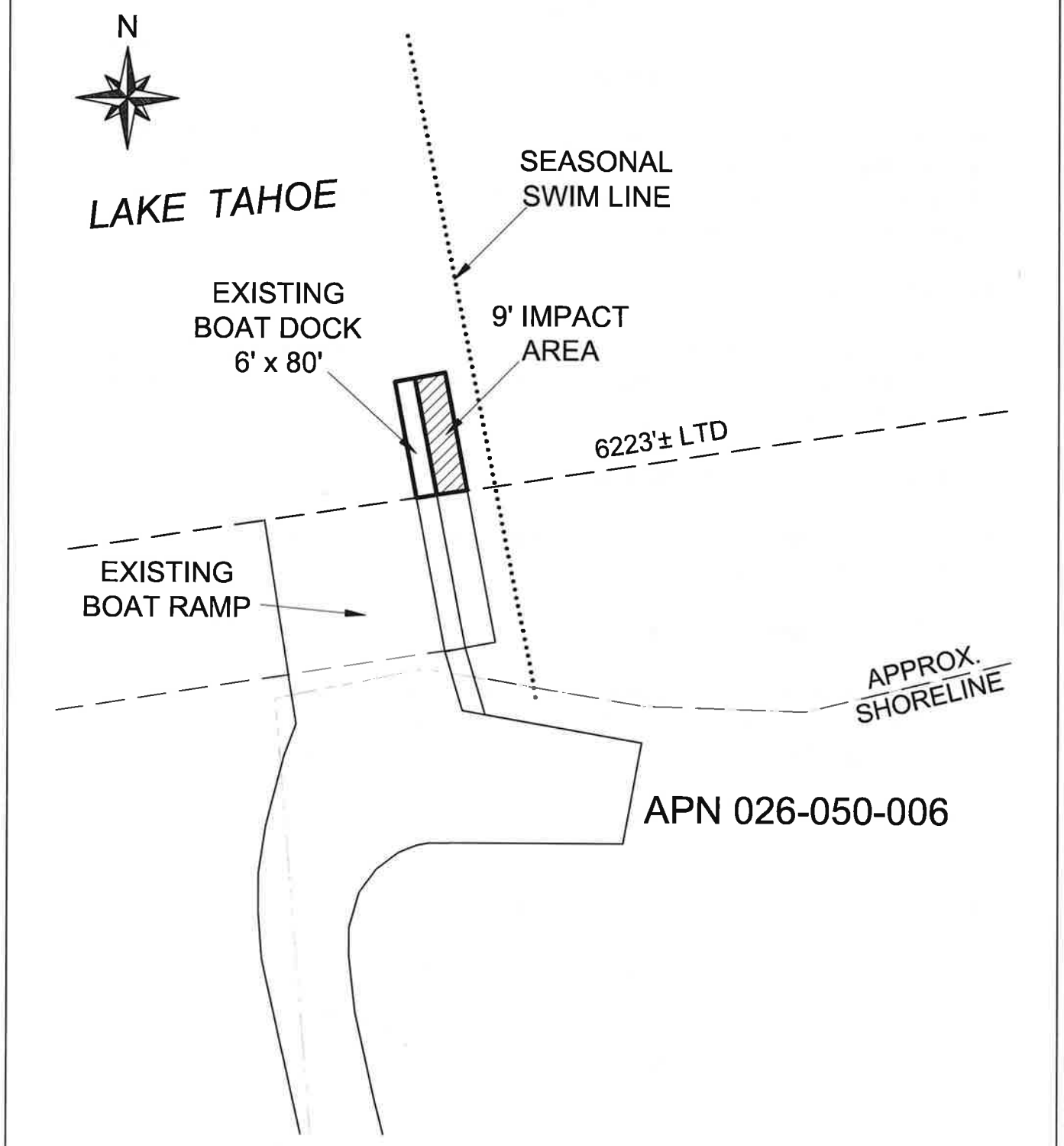


EXHIBIT A

PAGE 2 OF 2

TS 03/18/2024

LAND DESCRIPTION PLAT LEASE 5222, CITY OF SOUTH LAKE TAHOE EL DORADO COUNTY COUNTY	CALIFORNIA STATE LANDS COMMISSION

Meeting Date: 06/07/24
Lease Number: 5222
Staff: L. Anderson

Staff Report 07

APPLICANT:

City of South Lake Tahoe

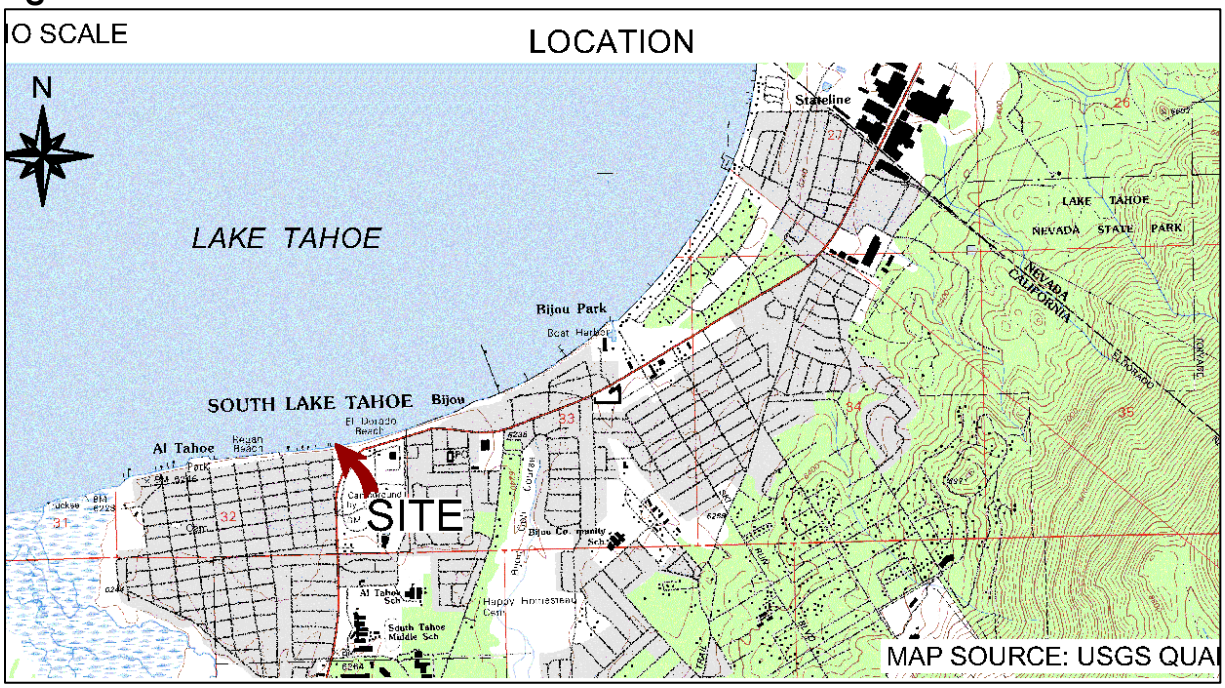
PROPOSED ACTION:

Issuance of a General Lease – Public Agency Use.

AREA, LAND TYPE, AND LOCATION:

Sovereign land in Lake Tahoe, adjacent to Assessor's Parcel Number 026-050-006, South Lake Tahoe, El Dorado County (as shown in Figure 1).

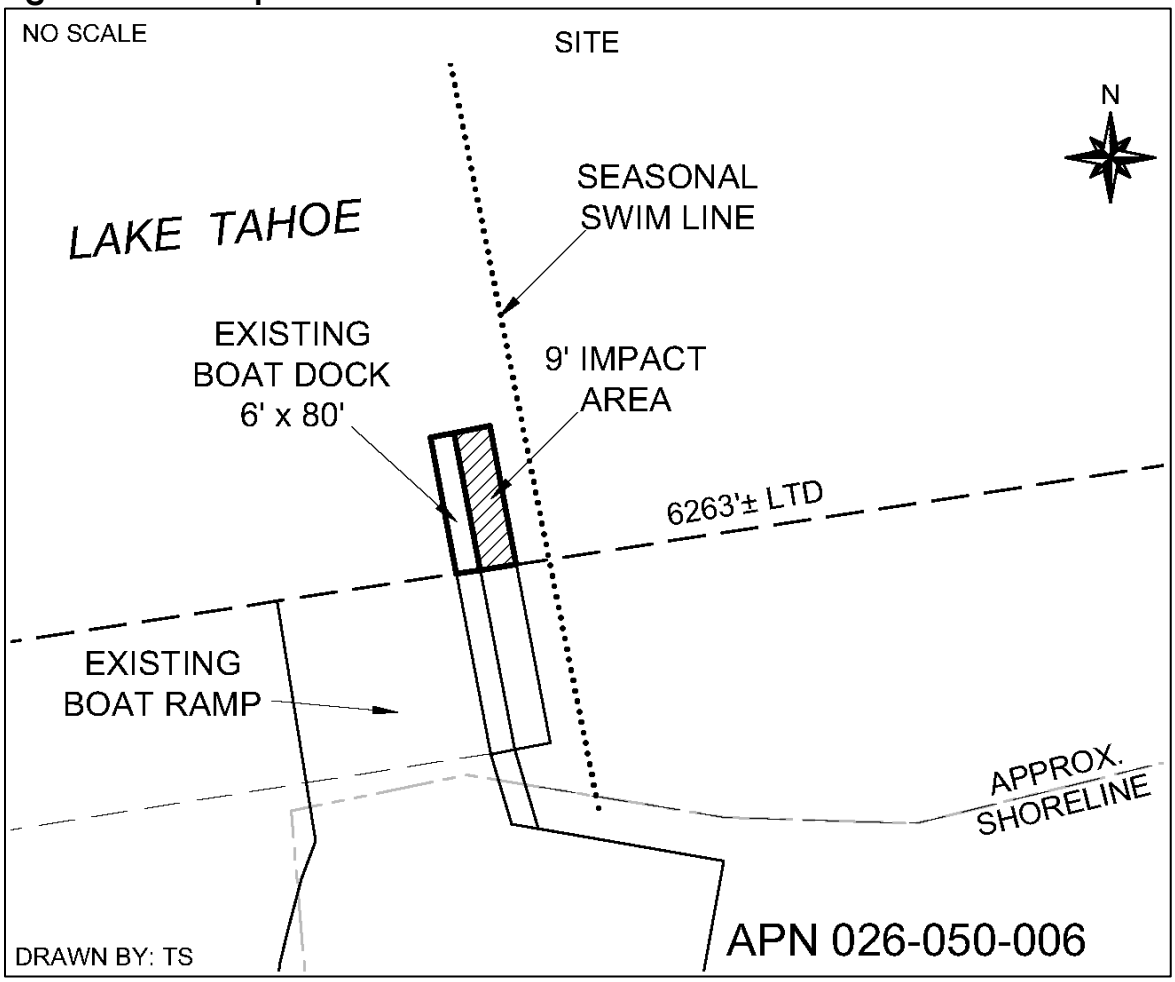
Figure 1. Location



AUTHORIZED USE:

Use of an existing public boat dock previously authorized by the Commission and an existing seasonal swim line not previously authorized by the Commission (as shown in Figure 2).

Figure 2. Site Map



NOTE: This depiction of the lease premises is based on unverified information provided by the Applicant or other parties and is not a waiver or limitation of any State interest in the subject or any other property.

TERM:

20 years, beginning June 7, 2024.

CONSIDERATION:

The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

SPECIFIC LEASE PROVISIONS:

- Liability insurance in an amount no less than $1,000,000 per occurrence.

STAFF ANALYSIS AND RECOMMENDATION:

AUTHORITY:

Public Resources Code sections 6005, 6216, 6301, 6501.1, 6503, 6503.5, and 6505.5; California Code of Regulations, title 2, sections 2000 and 2003.

PUBLIC TRUST AND STATE'S BEST INTERESTS:

On January 1977, the Commission authorized the issuance of a 48-year Public Agency Permit to the City of South Lake Tahoe to construct and maintain a two-lane boat launching ramp and reconstruct and maintain an existing pier and floating dock (Item 05, January 1977). The permit expired June 30, 2023. In the time since the prior permit was issued, the facilities on state land have changed. The two-lane boat launching ramp does not extend below the low water mark onto state land, the pier no longer exists, and there is now a seasonal swim line that has existed for several years.

The public boat dock and swim line facilitate water-oriented recreation consistent with the Public Trust Doctrine. The facilities allow access for tourists and local residents to participate in water recreation such as fishing, boating, and swimming by increasing public access to sovereign lands. The boat dock allows for mooring boats and fishing, while the swim line serves to keep swimmers and boats in different areas of the beach, reducing boating accidents involving swimmers. The swim line is installed in the spring, usually in May and removed at the end of the season, usually after Labor Day in September or October.

The Applicant is applying for a General Lease – Public Agency Use for an existing public boat dock previously authorized and a seasonal swim line that was not previously authorized.

The proposed lease does not alienate the State's fee simple interest or permanently impair public rights. The lease is limited to a 20-year term, does not grant the lessee exclusive rights to the lease premises, and reserves an easement to the public for Public Trust-consistent uses. Upon termination of the proposed lease, the lessee may be required to remove all improvements from State land and restore the lease premises to their original condition.

The proposed lease requires the lessee to insure the lease premises and indemnify the State for any liability incurred as a result of the lessee's activities thereon.

CLIMATE CHANGE:

Climate change significantly affects inland non-tidal lakes such as Lake Tahoe. The frequency and severity of natural disasters like flooding, wildfire, drought, extreme heat, and storms are increasing throughout the state of California, including the Sierra Nevada mountains, and will continue to accelerate through the end of the century. Structures along the shores of inland lakes are particularly vulnerable to the more frequent and extreme weather events and shifts in seasonal characteristics.

According to California's Fourth Climate Change Assessment, released in 2018, the most significant impacts of climate change in the Sierra Nevada Region are more intense heat, precipitation extremes, declining snowpacks, and changes in streamflow timing. The long-term warming trend will lead to warmer and shorter winters, and longer and drier summers. Successive dry and warm winters are resulting in minimal snowpack, increased winter streamflows and floods, and decreased spring and summer runoff. Prolonged low lake levels will become normal. Low lake level conditions can create more expansive beaches and increased shoreline access in dry months. However, these conditions interfere with boat launching and mooring facilities. This impact is most noticeable where the facilities are sited on shallow, low gradient lake bottom locations.

Dry winters will be punctuated with exceedingly wet years where prolonged and excessive precipitation can produce flash floods. High precipitation in these years will result in higher lake levels, causing beaches to narrow and reducing public access. Extra saturation of the soil can increase erosion, especially following intense wildfire seasons. Surface runoff water may carry more sediment into the lake, adversely impacting water quality and clarity.

Climate change may also lead to more intense and unpredictable storm events and winds. These storms may deviate from prevailing wind patterns for the region. These winds can accelerate shoreline erosion in some areas or cause erosion in areas not typically subject to erosion. Additionally, these winds can increase wave damage on structures and boats along the lake.

Improvements authorized under this lease may require more frequent inspection and maintenance to ensure they are not displaced during storm events. Watercraft

moored to buoys, piers, or docks are also vulnerable to high wind events and damaging waves.

CONCLUSION:

For all the reasons above, staff believes the issuance of this lease will not substantially impair the public rights to navigation and fishing or substantially interfere with Public Trust needs and values at this location, at this time, and for the term of the proposed lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

OTHER PERTINENT INFORMATION:

1. Approval or denial of an application is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands. If the Commission denies the application, the Applicant may be required to remove the improvements and restore the premises to their original condition. The lessee has no right to a new lease or to renewal of any previous lease.
2. This action is consistent with the "Leading Climate Activism" and "Meeting Evolving Public Trust Needs" Strategic Focus Areas of the Commission's 2021-2025 Strategic Plan.
3. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 1, Existing Facilities; California Code of Regulations, title 2, section 2905, subdivision (a)(2).

   Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15300 and California Code of Regulations, title 2, section 2905.

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 1, Existing Facilities; California Code of Regulations, title 2, section 2905, subdivision (a)(2).

PUBLIC TRUST AND STATE'S BEST INTERESTS:

Find that the proposed lease will not substantially impair the public rights to navigation and fishing or substantially interfere with the Public Trust needs and values at this location, at this time, and for the term of the lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

AUTHORIZATION:

Authorize issuance of a General Lease – Public Agency Use to the Applicant beginning June 7, 2024, for a term of 20 years, for the use of an existing public boat dock previously authorized by the Commission and an existing seasonal swim line not previously authorized by the Commission; consideration being the public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest; and liability insurance in an amount no less than $1,000,000 per occurrence.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:17

Agenda Item: Update to the Master Fee Schedule for Bellamy/Transit Way Parking Fees

Executive Summary: This resolution would update the Master Schedule of Fees and Services, specifically Category-Police, subcategory-Parking Bellamy/Transit Way to a rate of $2 per 20 minutes. This rate has not been increased since implementation of paid parking in 2011. Resolution 2011-31 set the metered parking rate to a maximum of $3.75 per hour. The rate on Transit and Bellamy has been stagnant since. This amendment to the Master Fee Schedule supports Strategic Priority One (Built Environment), 1.4 Transportation, Action Item One (Evaluate options to develop local revenue source; i.e., paid parking, enhanced enforcement to support transportation projects), and Action Item Two (Evaluation of city-wide parking management strategies, including potential expansion of paid parking).

Requested Action / Suggested Motions: Pass a Resolution amending the Master Schedule of Fees, Category-Police, subcategory-Parking Bellamy/Transit Way from a rate of $1 per 20 minutes (2 hour maximum) to a rate of $2 per 20 minutes (2 hours maximum).

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01- Staff Report - Update to Master Fee Schedule Bellamy Parking.docx
02-Resolution Master Fee Update Bellamy Parking Fee.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Update to the Master Schedule of Fees and Services for Bellamy/Transit Way Parking Fees

Location: Bellamy/Transit Way Parking Structure

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Background: User fees in California are required to conform to the California Constitution including Proposition 26 and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

The City of South Lake Tahoe has conducted an analysis of the costs of its services, and wishes to recover the costs of providing them, such that general revenues are not diverted to subsidize services.

The paid parking areas on Bellamy and Transit Way were established as a means to offer convenient paid parking for the Marriott Complex and The Shops at Heavenly Village customers (April 19, 2011 STRA staff report). Further, current established parking rates and time limits for paid on-street parking on Bellamy and Transit Way were meant to encourage transient parking with high occupancy turnover rather than all day, on or off season, parking.

The price for paid parking on Bellamy and Transit Way has not increased since established nearly 15 years ago. While Resolution 2011-31 allowed for pricing up to $3.75/ hour, the paid parking price of $1 per 20 minutes has been in place since then.

Issue and Discussion: This item before the City Council is authorization to amend the Master Schedule of Fees under the Police Department category, in the subcategory of Parking Bellamy/Transit Way to a rate of $2/20 minutes, 2 hours maximum.

The existing rate is $1/20 minutes, 2 hours maximum.

Financial Implications: This fee increase will have no impact on the General Fund. 2022-2023 paid parking fees for Bellamy and Transit Way were $125,846. 2023-2024 year to date (as of 07-18-24) paid parking fees are $82,253.

This increase to the parking consumer is minimal. There is no expected impact on space occupancy or occupancy duration based on this fee increase.

Environmental Considerations: This program will have no impact on the environment.

Policy Implications: This fee supports Strategic Priority One, 1.4 Transportation, Action Item 1: Evaluate the option to develop a local revenue source (i.e., paid parking, enhanced enforcement) to support transportation projects.

Action Item 2: Evaluation of city-wide parking management strategies, including potential expansion of paid parking.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Update to the Master Schedule of Fees and Services for Bellamy/Transit Way Parking Fees

BACKGROUND

A. User fees in California are required to conform to the California Constitution including Proposition 26 and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

B. The City of South Lake Tahoe has conducted an analysis of the costs of its services and wishes to recover the costs of providing them, such that general revenues are not diverted to subsidize services.

C. The paid parking areas on Bellamy and Transit Way were established as a means to offer convenient paid parking for Heavenly Village customers.

D. The price for paid parking on Bellamy and Transit Way has not increased since it was established over 10 years ago.

E. These established parking rates on Bellamy and Transit Way were meant to encourage transient parking for the purpose of shopping in the Marriot Complex with high turnover rather than all day parking.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Amends the fee amount under Police Department, in the category of Parking Bellamy/ Transit Way to a rate of **$2/20 minutes, 2hr maximum.**

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:18

Agenda Item: Amendment No. 3 to Agreement with Walker Consultants for the Bellamy Parking Garage Upgrade Project

Executive Summary: Staff is recommending a Contract Amendment with Walker Consultants to provide additional services related to the City Parking Garage, located at One Bellamy Court. The design and construction of Phase 1 of the project was completed in October/November 2023, which included structural upgrades and changes to the circulation pattern. The project's current phase will include the installation of EV Charging stations, a new Revenue and Access Control System, and an Advanced Parking Guidance system. The City has procured EV Charging Stations, Parking Access and Revenue Control systems, and Automated Parking Guidance System equipment. The City issued a Request for Bids for the installation of this equipment. However, the city did not receive any bids, and the installation will be re-bid for installation by Spring of 2025. This additional time extension, plus other services requested from Walker, will result in additional effort by the consultant.

Requested Action / Suggested Motions: Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution authorizing and directing the Chair to execute Amendment No. 3 to the Agreement with Walker Consultants to add $32,020 for a not-to-exceed contract amount of $278,886, and appropriating $32,020 from the Parking Garage Fund Balance for the Bellamy Garage Upgrade Project.

Responsible Staff Member: Anush Nejad, Director of Public Works and Jeff Roberson, Operations Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

- 01-Staff Report - Amendment No. 3 to Walker Consultant.docx
- 02 - C-047-2022 Walker Consultants.pdf
- 03-Amendment No. 1 Walker Consultants
- 04 - Amendment No. 2 Walker Consultants.pdf
- 05-Resolution.docx
- 06-Amendment No. 3 Walker Consultants (Exh. A to Reso).pdf

City of South Lake Tahoe Report to South Tahoe Joint Powers Parking Financing Authority

Meeting Date: August 13, 2024

Title: Amendment No. 3 to the Contract with Walker Consultants for the City Parking Garage Access and Revenue Control System and Modification Project

Location: One Bellamy County, South Lake Tahoe

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031 and Jeff Roberson, Operations Lieutenant (530) 542-6521

Background: On April 5, 2022, the South Tahoe Joint Powers Parking Financing Authority (STJPPFA) entered into an agreement with Walker Consultants to evaluate the City Parking Garage and provide recommendations to upgrade the parking structure, circulation, Parking Revenue and Access Control System (PARCS), the addition of Electric Vehicle (EV) charging stations and Advance Parking Guidance System (APGS). On November 1, 2022, the STJPPFA Board approved Amendment No. 1 to the contract for a contract amount not to exceed $200,666, which was below the total authorization of $205,953. At the time, no additional budget was required for Amendment No. 1. On February 13, 2024, the STJPPFA Board approved Amendment No. 2, bringing the total contract value to $246,866.

Issue and Discussion: The first phase of the project, which included the structural rehabilitation and circulation modification, was completed in November 2023. The next phase of the project is for the procurement and installation of a new Parking Revenue and Access Control System (PRACS), Parking Guidance System (PGS), and EV charging stations (EVCS). Staff issued Requests for Proposals for EVCS and PARCS/APGS systems. Blink was selected as the best-qualified vendor for the EVCS system, and Ensight Technologies was selected as the most qualified PARCS/APGS system vendor.

On June 18, 2024, staff issued Requests for Bids to install the equipment. However, we did not receive any bids. Consequently, staff will re-advertise the installation of the equipment. It is expected that the installation will commence by Spring 2025.

Staff has requested Walker Consultants provide a proposal to extend their services through the Spring and Summer of 2025. In addition, staff has asked for additional services to design the electrical systems to accommodate the future expansion of the EVCS systems. Walker will support staff in submission reviews, Integration Services, and Testing and Acceptance of the overall system components. Walker Consultants have performed well, and their expertise is needed to complete the project satisfactorily.

Financial Implications: The current contract with Walker Consultants is $246,866. The staff has negotiated the additional services required to complete PARC, PGS, and EVCS. The additional budget required is $32,020, as described in the attached Addendum #3. With the additional budget, the contract will increase to $278,886. The additional funds for consultant support will be appropriated from the Parking Garage available fund balance.

Environmental Considerations: The appropriation of funds for the projects mentioned above is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines (existing facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals, specifically:

- Action Item 1.5 (Carbon Neutrality) to implement various projects to reach the City's 100% renewable energy and Climate Action Plan goals, including building robust EV charging infrastructure by 2025.
- Action Item 5.3 (Infrastructure and Maintenance) actively seeking funding to develop sustainable infrastructure projects based on the prioritized capital improvement project list.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 5th day of April 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Walker Consultants ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 2 years and 3 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $187,230 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of South Lake Tahoe
1901 Airport Rd.
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:
Walker Consultants
Justin Chang, Principal-in-Charge
601 California Street, Suite 820
San Francisco, CA 94108
(415) 644-0630
JChang@walkerconsultants.com

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By Devin Middlebrook (Apr 11, 2022 13:37 PDT)

Devin Middlebrook , Chair

CONSULTANT:

By Justin Chang (Apr 11, 2022 15:03 PDT)

Justin Chang, Principal-in-Charge

Business License # 012529

APPROVED AS TO FORM:

By Heather Stroud (Apr 11, 2022 13:33 PDT)

Apr 11, 2022

Heather Stroud , City Attorney

ATTEST:

Joanne McDonough, Assistant City Clerk

By For Susan Blankenship, Secretary

Apr 11, 2022

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - Scope of Services

1. Kick-Off Meeting

Walker's approach to the project will begin with a kick-off meeting between Walker's key staff members and City of South Lake Tahoe staff and stakeholders. The meeting agenda will cover a review of the parking structure work items, goals and objectives of the city and stakeholders, issues that need to be addressed and a detailed presentation of Walker's workplan and schedule of activities.

Walker will identify any additional information required from the city including any additional documentation for the parking structure, contacts needed for access to enclosed spaces or for traffic controls or other assistance during the work.

This meeting will be scheduled to occur within 2 weeks of our authorization to proceed. Walker will document the discussions and include a list of action items and commitments resulting from the meeting.

2. Monthly Coordination Meetings

Our workplan will include monthly coordination meetings between Walker key personnel and city staff and invited stakeholders. These meetings will cover project work activity progress and a review of planned work for the next month. Tentative findings and potential solutions from our investigations will be presented and discussed. Issues and constraints will be discussed and proposed corrective measures will be identified.

Project schedule and budgets will be reviewed and any deviation from our baseline plan discussed. Timely review and monitoring of the project plan will help maintain overall milestone targets.

These can be in-person meetings located in South Lake Tahoe or conducted virtually via Go-to-Meeting, Microsoft Teams, Zoom or another networking application. Walker will prepare and maintain minutes of these meetings, actions items and commitments.

3. Parking Structure Condition Assessment

Walker will conduct a condition appraisal to assess the physical condition of the facility and to address all issues that have been previously identified or uncovered during the course of our work. Our condition appraisal will provide a "health report" on the condition of the structure. The report will confirm suspected problems or document known problems and provide budgeting information to allow the city to finance the identified repairs. The report findings and recommendations will form the basis for construction document preparation for subsequent competitive bidding.

Our objective is to perform an overall condition of the parking structure and provide an opinion of the probable cost for the necessary repairs, based on the observed conditions as well as our experience with parking structure conditions and repair costs. We have already performed a preliminary "walk-through" to verify our understanding of the condition and the requirements of the RFP. Our approach to this portion of the project is based on that understanding and our familiarity with the facility. Our assessment will focus on the following:

- Document the existing condition of the structure in representative areas.
- Recommend conceptual repairs (where required).
- Provide an opinion of the probable cost for the recommended conceptual repairs.

Scope of Services, continued

Based on this project understanding, we propose the following scope of services:

Task A – Initial Condition Appraisal

i. Review available drawings, specifications, and engineering/testing reports to familiarize ourselves with the type of construction and waterproofing systems and any previous repairs or modifications performed on the parking structure.

ii. Conduct a field evaluation of the parking structure to document the current physical condition of structural and waterproofing elements. This will include visual observations and limited non-destructive testing on various structural elements. Review nonstructural elements of the parking structure including but not limited to expansion joints, drainage and waterproofing systems, electrical systems, etc.

iii. Compile and review all field data that will assist us in determining the probable causes and effects of the documented deterioration.

iv. Identify potential structural or safety-related conditions, if any. The City will be notified immediately if any safety-related conditions are identified.

v. Identify and prioritize other repairs for the structure.

vi. Compile and analyze field evaluation data to generate repair recommendations and opinions of probable costs of construction.

vii. Prepare a draft written report with a summary of observations, including photographs depicting the areas noted in the report, findings, repair recommendations, and capital expense.

Depending on visual observation and initial findings during condition assessment, Walker may recommend additional invasive testing to determine the cause and extent of conditions observed. For this purpose, Walker may recommend exposing concrete steel reinforcement as well as obtaining material samples for strength characteristics and/or chemical content at selected locations. Any destructive testing that is proposed shall be approved by the City of South Lake Tahoe.

Task B – Construction Document Preparation

i. Prepare construction documents (CDs) outlining priority repairs based on our condition assessment report which will consist of drawings and specifications with sufficient details to obtain competitive pricing from qualified repair contractors.

Walker will also provide contract administrative and site observation services during the construction and repair program to monitor the contractor's performance of the repair program and protect the client's interests.

4. Evaluation of Circulation Pattern and Ingress/Egress

Walker will review the parking layouts and vehicular circulation within the garage to identify modifications that will reduce congestion and improve overall efficiency of the facility. Functional design options coupled with access and revenue control equipment will have the combined benefits of improved ingress/egress and revenue enhancement.

Scope of Services, continued

The design of the parking areas needs to consider customer convenience, safety, wayfinding, and characteristics of the users. Parking geometrics need to allow vehicles to easily maneuver through the parking structure. Sightlines, visibility, and adequate illumination within parking structures need to be maintained for safety, and wayfinding.

Peak hour parking traffic volumes over the course of the day, week and year need to be studied to properly size entry and exit plazas and circulation routes within parking areas. Traffic circulation routes to and through all parking areas will be evaluated to mitigate congestion yet maximize the efficiency of parking.

Walker will employ best practices in developing circulation options that can be objectively evaluated to help identify potential solutions with measurable benefits. These options will be presented to the city and stakeholders for selecting a preferred option for further development and incorporation into construction documents.

5. Electric Vehicle Charging Stations

Options for electric vehicle charging station installation will be compiled and presented. Options will include prospective vendor choices and features, costs, and infrastructure upgrades necessary to accommodate the additional electrical service loads. Options will be presented in a way that facilitates decisions for incorporating into the construction document package.

Upon concurrence from the City, Walker will prepare construction documents for the EVCS installation including parking layouts, required signage, and electrical engineering necessary to obtain a building permit. Walker will prepare 60% and 100% construction documents, including plans, specifications, and our engineer's opinion of probable cost for review by the city.

Walker will also present a matrix of options that could serve as potential state and federal grant opportunities to provide all or partial project funding. This includes a detailed review of each grant program, the likelihood of success, and an application response plan. Walker can provide grant writing services to lead the response to the grant solicitations as an additional service and has been successful in writing grant applications and receiving funding for California agencies from state and federal sources, including electrification infrastructure and has expertise in the landscape of grants available for potential funding.

6. Parking Access and Revenue Control System

Data Collection and Report Preparation

Walker will meet with the City to discuss and collect documentation regarding the current PARCS system and the requirements for a new PARCS system, including an occupancy counting system with a remote count sign and a traffic control sign.

This meeting will include an on-site assessment and further data gathering of the garage operations and the associated PARCS equipment. This visit will require the availability of City and/or parking operator personnel to interview in-person to collect information.

Walker will collect additional information from the City or the current PARCS vendor if necessary.

Walker will analyze all information collected in the Data Collection process, applying our knowledge of current best practices for PARCS systems that are appropriate for the City's garage. This task will also include reaching out

Scope of Services, continued

to potentially qualified new PARCS vendors to understand and evaluate their options.

Walker will prepare a Draft Report on the existing system as well as options for state-of-the-art new systems, including gateless systems and mobile payment Apps. The Draft Report will review at least three major systems, based on best practices, including hardware and software components, as well as the revenue collection and administration system. The Report will also evaluate future trends in Parking Management, Revenue Control systems, Payment Systems, and Equipment technologies to provide an assessment of best practices and how they could apply for the City's new system. After review and comment by the City, Walker will prepare a Final Report version. The Reports will follow the outline prescribed in the RFP.

Contract Specification and Procurement Document

Following approval of Walker's recommendations, Walker will prepare a Contract Specification and Procurement Document for a Best Value Procurement option for system procurement, installation, integration, testing, and acceptance of the new PARCS system including the occupancy counting system with a remote count sign and a traffic control sign. The Procurement Document will be written to comply with Construction Standards Institute (CSI) outlines and format. It will include at minimum Functional Requirements, Performance Requirements, Integration Requirements, Testing, Validation and Acceptance Requirements, and other details for successful bidding and procurement of a new PARCS system.

A draft version of the Contract Specification and Procurement Document will be provided for City review, and a final version will be produced based on the City's feedback.

7. Program Management and Project Delivery

Our project manager will be the primary contact with the city. The PM's responsibilities will include regular communication with city staff to ensure the consultant team is aware of decisions and direction on the project. The PM is responsible for coordinating the work on all tasks, providing necessary resources to accomplish the work, maintaining the budget and schedule, and compiling and assembling documentation including contracts, meeting notes, the construction document package, permitting and bidding materials and construction administration records.

We anticipate that the project delivery method for the construction phase will be design-bid-build using a conventional public bidding process to select the general contractor. Walker will assist the city with the solicitation and review of bids and including the pre-bid meeting, addenda and bid evaluation. During the construction phase, Walker will administer the construction contract, review contractor and supplier submittals, requests for information, change orders and testing agency reports.

Walker will make periodic visits to the project site to observe overall progress and quality of the work to support our review of the contractors' applications for payment. Upon completion of the construction, Walker will conduct a punchlist review of the work to verify completion and conformance with the contract documents.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$187,230**
TOTAL (not to exceed)	**$187,230**

TIMELINE

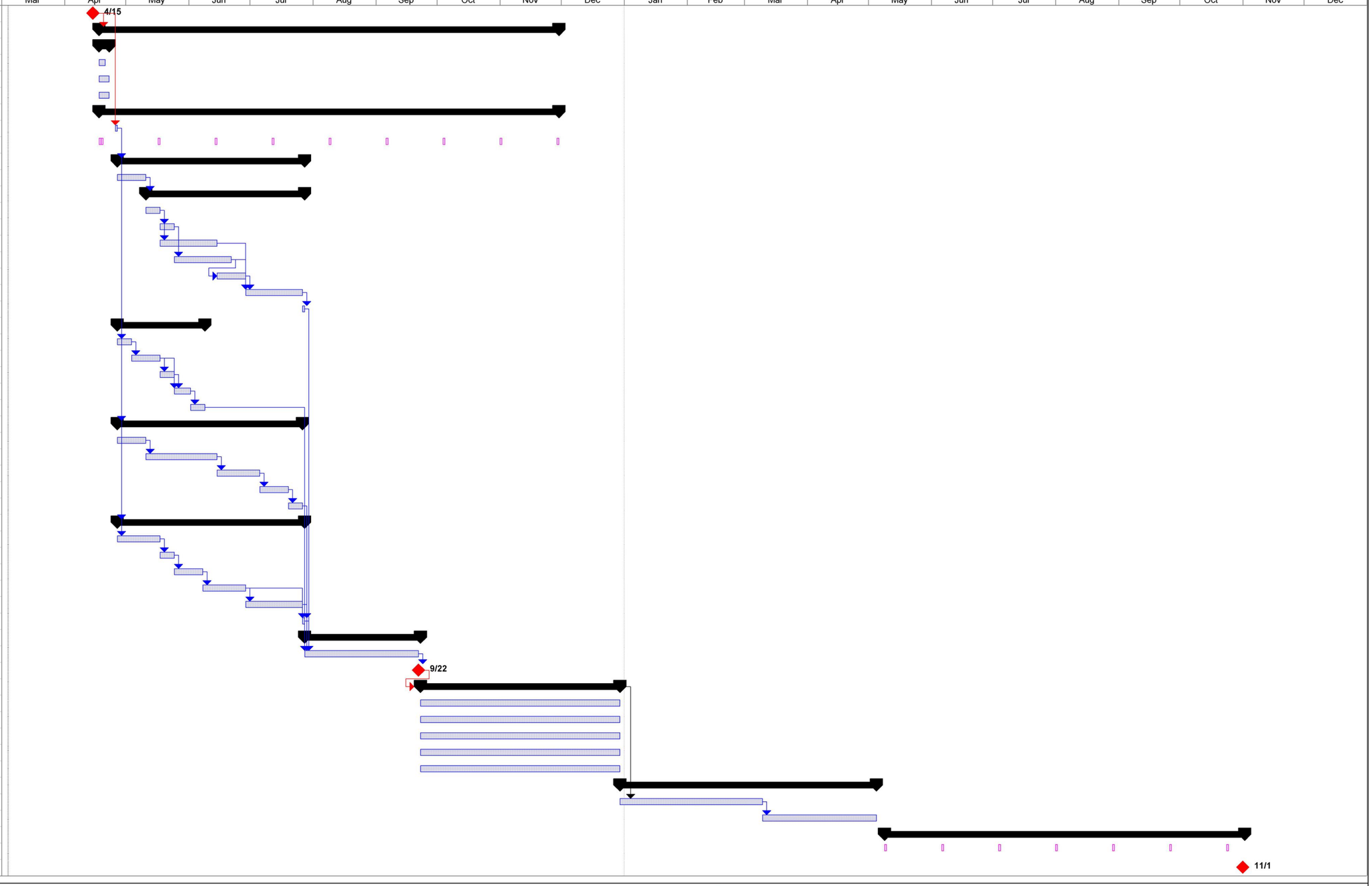
Tasks	Total Proposed Budget	Walker Consultants							COMMENTS/ASSUMPTIONS
		Principal	Sr. Consultant or Sr. PM	Consultant or PM	Engineer/ Architect	Designer/ Technician	Analyst	*Subtotal*	
Hourly Rates		*$265*	*$255*	*$220*	*$190*	*$165*	*$180*		
1. Kick-Off Meeting	**$6,960**	**4**	**8**	**4**	**10**	**0**	**6**	***$6,960***	
1.1 Team Kick-Off		2		2			2	*$1,330*	
1.2 Meeting Preparation		2		2	2		4	*$2,070*	
1.3 Travel Time to/from SLT (8 hours round trip, 1 trip)			8		8			*$3,560*	
2. Monthly Coordination Meetings	**$15,740**	**8**	**36**	**0**	**12**	**0**	**12**	***$15,740***	
2.1 Meetings		4	4		4		4	*$3,560*	
2.2 Meeting Preparation		4	8		8		8	*$6,060*	
2.3 Travel Time to/from SLT (8 hours round trip, 3 of these meetings on-site with remainder by web conference)			24					*$6,120*	
3. Parking Condition Assessment Report	**$29,765**	**0**	**23**	**0**	**98**	**32**	**0**	***$29,765***	
3.1 Review Existing Plans/Documentation			1		2			*$635*	
3.2 Site visit including detailed quantification of conditions			8		16			*$5,080*	
3.3 Prepare Condition Assessment Report			4		24			*$5,580*	
3.4 Prepare Repair Drawings - CD			4		24	32		*$10,860*	
3.5 Prepare Repair Specification Manual -CD			4		20			*$4,820*	
3.6 Attend Pre-bid Meeting - CD					8			*$1,520*	
3.7 Review Contractors Biddings - CD			2		4			*$1,270*	
								$0	
4. Evaluation of Circulation Pattern and Ingress/Egress	**$13,210**	**6**	**0**	**12**	**16**	**36**	**0**	***$13,210***	
4.1 Review Existing Information		2		2	2			*$1,350*	
4.2 Site Visit and Data Collection					4	4		*$1,420*	
4.3 Analyze Data		2		2	2			*$1,350*	
4.4 Prepare Permitting Documents		2		8	8	32		*$9,090*	
5. Electric Vehicle Charging Stations	**$40,160**	**8**	**0**	**56**	**52**	**96**	**0**	***$40,160***	
5.1 Review Existing Information		2		4	4			*$2,170*	
5.2 Prepare EV Recommendations		2		16	16	16		*$9,730*	
5.3 Coordination Meetings with the City		2		4	8			*$2,930*	
5.4 Analyze EV Grant Funding Options				16				*$3,520*	Leading the grant response is an additional, optional service not included in the pricing at left, to be provided upon request from the City on an hourly basis not to exceed $10,000 in total.
5.5 Prepare EV Permitting Documentation		2		16	24	80		*$21,810*	
6. Parking Access and Revenue Control	**$34,530**	**0**	**116**	**0**	**0**	**30**	**0**	***$34,530***	
6.1 Discovery process of current system and new system requirements. Includes 1 on-site visit.			16					*$4,080*	
6.2 Analyze collected discovery information and contact potential vendors as needed.			20					*$5,100*	
6.3 Prepare Draft and Final Report on PARCS system, including basic concept drawings.			40			8		*$11,520*	
6.4 Prepare PARCS Contract Specification and Procurement Documents, including DD Drawings.			32			20		*$11,460*	
6.5 Review/revision work on above, based on City feedback.			8			2		*$2,370*	
7. Program Management and Project Delivery	**$30,365**	**8**	**75**	**0**	**48**	**0**	**0**	***$30,365***	
7.1 Project Management		4	35		16		0	*$13,025*	
7.2 Construction Administration		4	24		24			*$11,740*	
7.3 Round trip travel time for Construction Admin site visits (8 hours/trip, 2 trips by PM and 1 by Engineer)			16		8			*$5,600*	
TOTAL BUDGET	**$170,730**	**34**	**258**	**72**	**236**	**194**	**18**	***$170,730***	
Estimated Reimbursable Expenses - Billed at Below Cost + 15%	**$7,475**							***$6,500***	
Travel, Lodging & Meals - 10 site trips included	$5,000							*$5,000*	
Laboratory material testing	$1,500							*$1,500*	
	$178,205		**$258**		**$236**	**$194**	**$18**	***$177,230***	

Walker Consultants

WORKPLAN AND SCHEDULE

WALKER CONSULTANTS

ID	Task Name
1	Notice to Proceed
2	**Project Management**
3	**Preparation & Administration**
4	Assemble Team
5	Contracts & Insurance Certs
6	Baseline Workplan & Budget
7	**Coordination Mtgs. w/ City**
8	Kick-Off Meeting
9	**Project Status Mtgs w/ City**
20	**Condition Assessment**
21	Compile & Review Background Material
22	**Develop Repair Recommendations**
23	Facility Survey & Mat'l Testing
24	Develop Repair Item List
25	Material Lab Testing
26	Repair Strategies & Logistics
27	Estimate Probable Costs
28	Prepare Preliminary Repair Recommenda
29	Review Recommendations w/ City
30	**Vehicle Circulation Studies**
31	Review Issues & Goals
32	Prepare Circulation Options
33	Perform Queuing and Congestion Studies
34	Prepare Option Summaries
35	Review Options w/ City
36	**Parking Access & Revenue Controls**
37	Review Existing System & Issues
38	Prepare Options for New System
39	Evaluate Pros/Cons & Costs
40	Prepare Summary Recommendation
41	Obtain City Concurrence w/ Recommenations
42	**Electric Vehicle Charging Systems**
43	Review Existing Electric Infrastructure
44	Perform EV Load Calcs.
45	Identify Req'd Infrastructure Upgrades
46	Prepare Recommended System Configuratior
47	Prepare Funding Grant Recommendations
48	Review EV Recommendations w/ City
49	**City Review & Approval**
50	Staff & City Council Reviews
51	Final Recommendations Approval
52	**Construction Document Preparation**
53	Structure Restoration Documents
54	Parking Access & Revenue Control Equipmen
55	Circulation and Parking Layouts
56	Electric Vehicle Chargins Systems
57	Architectural Work, Materials & Finishes
58	**Plan Check & Bidding**
59	Plan Review and Permitting
60	Const. Contractor Bidding
61	**Construction Phase**
62	**OAC Jobsite Meetings**
70	Project Complete



Project: SO LAKE TAHOE PARKING STRUCTURE
Date: Fri 3/4/22

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Walker Consultants
Name: Justin Chang
Title: Principal-in-Charge

By: Justin Chang
Justin Chang (Apr 11, 2022 15:03 PDT)

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2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Walker Consultants
Name: Justin Chang
Title: Principal-in-Charge

By: Justin Chang
Justin Chang (Apr 11, 2022 15:03 PDT)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: certs@pciaonline.com	
Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	PHONE (A/C, No, Ext): (800)969-4041	FAX (A/C, No): (800)969-4081
	E-MAIL ADDRESS: certs@pciaonline.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indem. Co of America	25666
INSURED Walker Parking Consultants Engineers, Inc. Walker Consultants 601 California Street, Suite 820 San Francisco CA 94108	INSURER B: Travelers Indemnity Co. of CT	36170
	INSURER C: Travelers Indemnity Co	25658
	INSURER D: XL Specialty Ins. Co.	37885
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 #33 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] [ ] CLAIMS-MADE [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
B	X Contractual Liability	X	Y	6801J1254172147	05/23/2021	05/23/2022	MED EXP (Any one person)	$ 5,000
	X X,C,U			6605N988754- FL			PERSONAL & ADV INJURY	$ 1,000,000
				6801J1669102147- CA			GENERAL AGGREGATE	$ 2,000,000
	[ ] [X] [ ]						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	Y	BA8R00910A21GRP	05/23/2021	05/23/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR	X	Y	CUP1D3197442147	05/23/2021	05/23/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N [N] (Mandatory in NH) N/A		Y	UB5K3205582147	05/23/2021	05/23/2022	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			DPR9976004	05/23/2021	05/23/2022	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Walker Project #: 33-002350.00, City Parking Garage Access and Revenue Control System and Modification Project.

City of South Lake Tahoe its elected or appointed officers, officials, employees, agents and volunteers are are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. Umbrella policy follws form. 30 day written

CERTIFICATE HOLDER

anejad@cityofslt.us

City of South Lake Tahoe
Attn: Anush Nejad
1901 Airport Rd.
South Lake Tahoe, CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

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COMMENTS/REMARKS

notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force Bodily Injury or Property Damage
D. Non-Owned Watercraft - Increased To Up To 75 feet
E. Aircraft Chartered With Crew
F. Damage To Premises Rented To You
G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion
H. Medical Payments - Increased Limit
I. Increased Supplementary Payments
J. Additional Insured - Owner, Manager Or Lessor Of Premises
K. Additional Insured - Lessor Of Leased Equipment
L. Additional Insured State Or Political Subdivisions - Permits Relating To Premises
M. Additional Insured State Or Political Subdivisions - Permits Relating To Operations
N. Who Is An Insured - Newly Acquired Or Formed Organizations
0. Knowledge And Notice Of Occurrence Or Offense
P. Unintentional Omission
Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract
R. Amended Insured Contract Definition - Railroad Easement

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

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does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

   The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   a. Expected Or Intended Injury Or Damage

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect anypeffionorproperty.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

   1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

      (2) A watercraft you do not own that is:

         (a) Less than 75 feet long; and

         (b) Not being used to carry any person or property for a charge;

   2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

      Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

      (a) Less than 75 feet long; and

      (b) Not being used to carry any person or property for a charge;

   3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

      This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

      (a) Less than 75 feet long; and

      (b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

   1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

      This exclusion does not apply to an aircraft that is:

      (a) Chartered with crew to any insured;

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(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

(a) Chartered with crew to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $1,000,000; or

b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from such fire, explosion, or lightning; or

(5) Water,

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

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G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., Knowing Violation Of Rights Of Another, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III - LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to S500 a day because of time off from work.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

The following is added to SECTION 11 - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

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committed, after you have signed that written contract; and

b. Is caused, in whole or in part, by acts or omlsslons of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and

b. The insurance provided to such equipment lessor does not apply:

(1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED STATE OR POLITICAL SUBDIVISIONS PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

0. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II -Who Is An Insured:

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(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., Transfer of Rights of Recovery Against Others to Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;
   b. While that part of the written contract is in effect; and
   c. Before the end of the policy period.

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UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

(i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

(ii) The limits of insurance of this policy

whichever is less.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

Policy: UB5K3205582147

WAIVER OF OUR RIGHT TORECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 04-8-2022 ST ASSIGN:

Walker Parking Consultants Engineers.
Inc. Policy#BA8 R00910A21GRP
Policy Period: □2□202□-0□2□2022

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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C-047-2022 Walker Consultants

Final Audit Report 2022-04-11

Created:	2022-04-11
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0meYEUWrPHWXcVYIvhV7r7TY7rhn5OdK

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Signature Date: 2022-04-11 - 10:03:27 PM GMT - Time Source: server- IP address: 73.223.174.248

Agreement completed.

2022-04-11 - 10:03:27 PM GMT

South Tahoe Joint Powers Parking Financing Authority

Amendment No. 1 to Professional Services Agreement (C-047-2022)

with Walker Consultants

The Professional Services Agreement entered into on April 5, 2022, between the South Tahoe Joint Powers Parking Financing Authority ("STJPPFA") and **Walker Consultants** ("Consultant") is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5, 2022, this First Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2. Compensation. Compensation is to be paid to the CONSULTANT, as defined within the original Agreement, except eliminating the optional services of $10,000 for grant writing and increasing $13,436 for additional tasks, for a total of $200,666; as described in **Exhibit B.** In no case shall CONSULTANT compensation for work completed under this Agreement exceed the amended Agreement amount of $200,666 without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Agreement to be executed on Nov 2, 2022.

SOUTH TAHOE JOINT POWERS PARKING FINANCING AUTHORITY

By: Devin Middlebrook (Nov 3, 2022 09:37 PDT)
Devin Middlebrook, Chair

CONSULTANT

By: Justin Chang (Nov 3, 2022 10:07 PDT)
Justin Chang
Principal-in-Charge
Business License # 012529

APPROVED AS TO FORM:

Heather Stroud (Nov 3, 2022 09:05 PDT)
Heather Stroud, General Counsel

ATTEST:

Sue Blankenship (Nov 2, 2022 16:00 PDT)
Susan Blankenship, Secretary

WALKER CONSULTANTS

601 California Street, Suite 820
San Francisco, CA 94108

415.644.0630
walkerconsultants.com

September 14, 2022

Mr. Anush Nejad
Director of Public Works
City of South Lake Tahoe
South Lake Tahoe, CA

Re: Proposal for Additional Consulting Services - Bellamy Court Garage Project

PROJECT BACKGROUND

The City of South Lake Tahoe (the "City") entered into a Professional Services Agreement with Walker Consultants ("Walker") in April 2022. Under that original Agreement, Walker's Scope of Services included seven tasks to be executed over a schedule period starting in April 2022 and continuing until late 2023. That Agreement authorized $177,230 in base services plus $10,000 in optional services for grant writing for a total of $187,230.

In August 2022, the City decided for funding availability reasons to divide the bidding, procurement, and construction work into two phases – one for the functional/flow changes and structural restoration issues to be done in late 2022 through mid-2023 and a second phase for the PARCS and EV systems to be done in late 2023 through mid-2024. The City also decided relative to the EV systems that they would like the garage made "EV Capable" relative to functional design and infrastructure, but that the actual EV charger procurement and installation would be handled under a separate City-wide project.

This proposal letter describes the scope and fee changes associated with the background described above and requests the City's approval for these changes.

SCOPE OF SERVICES CHANGES

a) Package #1 CDs for Structural Condition Issues and Functional Changes

- The CDs for the structural condition issues will be their own separate set of drawings (not combined with the functional change CDs).
- The structural condition issue CDs will include all structural issues found (short-, mid- and long-term) but will contain a phasing plan to clearly identify which phase of work they belong to so that it can be made clear when the City goes out to bid that only work on the short-term issues are to be bid at this time.
- The CDs for the functional changes (ingress/egress, traffic flow, restriping) will also be their own separate set of drawings (not combined with the structural condition CDs).
- The CDs for the functional changes will also include PARCS sheets showing the short-term required changes to the existing OmniQ system to relocate lane equipment to match the new ingress/egress lane configuration. These PARCS sheets will show only the new equipment placement and not any electrical or conduit details. Such details will need to be provided as shop drawings by the winning bidder.
- There will be no PARCS Specification in the Package #1 CDs, as the OmniQ system functionality is not changing.
- Walker will require until September 16 to complete these two sets of CDs.

b) Package #2 CDs for All Other Work

- CDs for all structural condition issues will have already been provided as part of Package #1, but with a documented phasing plan as described above.
- CDs for any additional Functional Changes beyond those covered in Package #1 will be produced. As an example, Package #1 will not have designated EV charger stalls identified but Package #2 will.
- We will produce only a template for a generalized Level 2 EV Charger Specification for the EV work.
- Our sub-consultant ECOM will provide electrical infrastructure CDs for the garage EV system only to the level of providing an "EV Charger Capable" infrastructure. This will exclude the actual charging stations and final connection of those stations to the electrical infrastructure, since this work is intended to be done as part of a larger City-wide EV charger program.
- Walker/ECOM will not be providing any procurement or construction administration services for the EV system.
- We will produce PARCS CD Drawings and Specifications for the new system assuming the selection of Option B from the PARCS Report (new Gateless PARCS system). These Drawings will include a demolition plan for removing all the OmniQ components as well as new system installation drawings.
- We expect completion of the above items to take until approximately the end of October.

c) Changes to Services Fees

The Walker team has carefully assessed the impact of the plan discussed above on our scope of work and associated fees. Here is a summary of the additions to scope:

- There is a need to create certain additional sheets in the Functional CD Drawings specific to Package #1 vs. Package #2.
- There will be a need to manage two sets of Functional CD permitting and bidding drawings and also a potential need to update the drawings per CBC 2022 which goes into effect on 1/1/2023.
- Similarly, there is a need to create certain additional sheets in the PARCS CD Drawings specific to Package #1 vs. Package #2.
- There is a need to create a phasing plan for the structural condition issues in the Package #1 drawings.
- We assume the City will want Walker to perform an inspection and test of the current OmniQ lane equipment after the components have been relocated to match the new lane configuration.
- The inspection process of the work to address the structural condition issues will now have to be performed twice instead of once – once for the short-term items and again for the mid- and long-term items.
- The overall length of Walker's engagement with the City will be extended well beyond the originally planned timeframe, requiring a longer period of project management coverage and two additional site trips for inspection of work and acceptance testing.
- There is a small reduction in the fees for the Task 5 EV work as a result of not requiring CDs for the chargers and not providing any procurement support or construction administration. This reduction is not a credit but rather a reduction of the originally authorized fixed fee for Task 5.

As a result of these impacts, Walker is proposing added services fee increases to four of the seven Tasks in our contract with the City and a fee reduction for one Task, as summarized in the below table.

PROFESSIONAL FEES

Walker proposes the following adjustments to the originally authorized fees for the project associated with the changes described in the previous section. These changes are relative to the currently authorized base project fees of $177,230 in the Professional Services Agreement and do not include the $10,000 optional EV Grant Writing fees, which the City does not intend to ask Walker to perform.

TASKS	CHANGES TO AUTHORIZED FEES
Task 1 - Kickoff Meetings	(No Change)
Task 2 – Monthly Coordination Meetings	(No Change)
Task 3 - Parking Structure Condition Assessment	$6,162
Task 4 – Evaluation of Circulation Pattern and Ingress/Egress	$8,002
Task 5 – EV Charging Stations	(-$2,500)
Task 6 – Parking Access and Revenue Control System	$1,721
Task 7 – Program Management and Project Delivery	$7,463
Travel Expense Allowance including 15% admin fee	$2,588
TOTAL FEE CHANGES	**$23,436**

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

The terms and conditions for these added services will be governed by the existing Professional Services Agreement between the City and Walker dated 4/5/2022. Prior to commencing work on this project, we will need written authorization to proceed with the proposed scope of work. Your review, signature and return of this document will provide the required notice to proceed.

Thank you for this opportunity and we look forward to continuing to work with you and the City on this project. Please contact me if you have questions.

Sincerely,

WALKER CONSULTANTS

Peter Filice
Sr. Consultant

Cc: Justin Chang – Walker Consultants

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF SOUTH LAKE TAHOE

Accepted by (Signature) Devin Middlebrook (Nov 3, 2022 09:37 PDT)

Printed Name Devin Middlebrook

Title Chair, South Tahoe Joint Powers Parking Finance Authority

Date Nov 3, 2022

C-187-2022 Walker Consultants

Final Audit Report 2022-11-03

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By:	jo Mcdonough (jmcdonough@cityofslt.us)
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2022-11-03 - 4:37:02 PM GMT- IP address: 128.92.134.66

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Signer jchang@walkerconsultants.com entered name at signing as Justin Chang

2022-11-03 - 5:07:17 PM GMT- IP address: 96.68.153.97

Document e-signed by Justin Chang (jchang@walkerconsultants.com)

Signature Date: 2022-11-03 - 5:07:19 PM GMT - Time Source: server- IP address: 96.68.153.97

Agreement completed.

2022-11-03 - 5:07:19 PM GMT

City of South Lake Tahoe

Amendment No. 2 to Professional Services Agreement C-047-2022

The Professional Services Agreement entered into on April 5, 2022, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Walker Consultants** ("Consultant"), and amended on November 2, 2022, is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5, 2022, and Amendment No. 1, dated November 2, 2022 (C-187-2022) this Second Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services Changes** attached hereto and incorporated herein by reference.

Paragraph 2 of the Professional Services Agreement is hereby amended to read as follows:

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for approximately 3 years and 8 months, until December 31, 2025.

Paragraph 3 of the Professional Services Agreement is hereby amended to read as follows:

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B to the Professional Services Agreement, as modified by Amendment No. 1 and Exhibit A to this Amendment No. 2. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $246,866 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Agreement to be executed on February 13, 2024.

CITY OF SOUTH LAKE TAHOE

By: Cody Bass (Feb 14, 2024 12:49 PST)
Cody Bass, Mayor

CONSULTANT

By: Justin Chang
Justin Chang (Feb 14, 2024 13:29 PST)
Justin Chang
Principal-in-Charge
Business License # 012529

APPROVED AS TO FORM:

Heather Stroud (Feb 13, 2024 15:38 PST)

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship (Feb 13, 2024 14:49 PST)

Susan Blankenship, City Clerk

WALKER CONSULTANTS

601 CALIFORNIA STREET, SUITE 820

SAN FRANCISCO, CA 94108

January 8, 2024

Mr. Anush Nejad
Director of Public Works
City of South Lake Tahoe
South Lake Tahoe, CA

Re: Proposal for Additional Consulting Services for 2024 - Bellamy Court Garage Project

PROJECT BACKGROUND

The City of South Lake Tahoe (the "City") entered into a Professional Services Agreement with Walker Consultants ("Walker") in April 2022. Under that original Agreement, Walker's Scope of Services included seven tasks to be executed over a schedule period starting in April 2022 and continuing until late 2023. That Agreement authorized $177,230 in base services plus $10,000 in optional services for grant writing for a total of $187,230.

In late 2022, the City decided for funding availability reasons to divide the bidding, procurement, and construction work into two phases – one for the functional/flow changes and initial structural restoration issues to be done in 2023 and a second phase for the PARCS and EV systems and remaining structural restoration issues to be done later. The City also decided relative to the EV systems that they would like the garage made "EV Capable" relative to functional design and infrastructure, but that the actual EV charger procurement would be handled under a separate City-wide project. Lastly, the City also decided not to utilize the optional grant writing services. These changes resulted in a net project budget increase for Walker's services of approximately $20,800.

The above cumulative project fees have been completely spent as of the end of 2023 due to the extended construction schedule combined with extra work that was required to support the 2023 project contractor JPB Designs, especially in the areas of structural restoration and relocation of the current OmniQ PARCS system.

The City has now developed its desired plans for the remaining scope of work for the Bellamy Garage maintenance and improvement which is now targeted to occur over the course of 2024-2025. The remaining work is to be split into two phases:

1. During 2024 Fall Shoulder Season: Continuation of 2023 work including EV infrastructure construction, EV stall striping/signage/bollards, EV charger installation, and new PARCS/APGS procurement and installation. This work is the subject of this additional services proposal.
2. During 2025, Spring and/or Fall Shoulder Season: New, additional work comprising structural repair/restoration, repaint entire garage, and improve garage lighting.

This latest plan for 2024 Bellamy Garage work represents additional scope for Walker Consultants and will require additional funding to sustain Walker's support of the City. Per your request, this proposal letter describes the scope and fee changes associated with the background described above <u>for 2024 only</u> and requests the City's approval for these changes.

SCOPE OF SERVICES CHANGES

a) Support of New PARCS/APGS Procurement and Overall Project Management

- Walker will receive any City comments on the 95% CD drawings and specifications dated December 16, 2022 for the PARCS/APGS design. After receiving the City's comments, we will issue 100% CDs. These PARCS CD Drawings and Specifications for the new system assuming the selection of Option B from Walker's original PARCS Report, i.e., a new Gateless PARCS system with an APGS. These Drawings will include a demolition plan for removing all the OmniQ components as well as new system installation drawings.
- Walker will conduct a brief review of bids for the PARCS/APGS work, assuming there are two separate RFPs (one for products, one for installation).
- Walker will provide responses to any submittals or RFIs by the awarded bidders and will provide up to two (2) site visits for construction coordination and/or inspection of the PARCS/APGS work during the course of the project.
- Walker's Peter Filice also will remain engaged on an overall Project Management basis to oversee and coordinate both of the extended work elements 2a and 2b.
- Any site visits beyond two (2) will be at an additional hourly charge.

b) Support of EV Charger Infrastructure and Functional Stall/Signage Work

- Walker and our sub-consultant ECOM will receive any City comments on the 95% CD drawings dated December 16, 2022 for the functional EV stall/signage design and electrical infrastructure upgrades required for the garage EV Charging System (EVCS) to the level of providing EV stalls and an "EV Charger Capable" electrical infrastructure. After receiving the City's comments, we will issue 100% CD Drawings that are stamped. These 100% CDs will exclude the actual charging stations and final connection of those stations to the new electrical infrastructure, since that work is intended to be done as part of a larger and separate City-wide EV charger program.
- Walker/ECOM will conduct a brief review of bids for the EVCS infrastructure work and related functional stall/signage design work, provide responses to any submittals or RFIs by the awarded bidder, and will provide up to 2 (two) site visits for inspection of the completed EV-related electrical infrastructure upgrades and stall/signage changes prior to the City's acceptance of the work. This work excludes any involvement with the actual EV charger procurement or construction.
- Walker/ECOM EV Charger Infrastructure and parking functional design support is limited to the Bellamy Court Parking Garage only.
- Any site visits beyond two (2) will be at an additional hourly charge.

c) Reasons for Changes to Services Fees

The Walker team has carefully assessed the impact of the plan discussed above on our scope of work and associated fees. Here is a summary of the additions to scope:

- It is considered likely that the City will have some additional comments and changes on the 95% CD drawings and specifications originally released in late 2022 but never reviewed and finalized as 100% CDs.

- It is considered likely that the City will have to bid out the PARCS/APGS work as at least two separate bid activities, a "best value" RFP for products and a separate low bid construction contract for installation, which will require extra coordination work for procurement and construction support by Walker.
- The overall length of Walker's engagement with the City will be extended well beyond the originally planned 2023 timeframe, requiring a longer period of project management coverage and additional, separate site trips for inspection of work and acceptance testing.
- Walker's has underlying rate increases in our hourly costs in 2024.

As a result of these impacts, Walker is proposing added services fee increases for 2024 to three of the seven Tasks in our original contract with the City, as summarized in the below table.

PROFESSIONAL FEES

Walker proposes the following adjustments to the originally authorized fees for the project associated with the changes described in the previous section.

TASKS	CHANGES TO AUTHORIZED FEES
Task 1 - Kickoff Meetings	(No Change)
Task 2 – Monthly Coordination Meetings	(No Change)
Task 3 - Parking Structure Condition Assessment	(No Change)
Task 4 – Evaluation of Circulation Pattern and Ingress/Egress	(No Change)
Task 5 – EV Charging Stations and Related Stall/Signage Design	$9,200
Task 6 – Parking Access and Revenue Control System	$32,000
Task 7 – Program Management and Project Delivery	$4,000
Additional Travel Expense Allowance including 15% admin fee	$1,000
TOTAL 2024 FEES	**$46,200**

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

The terms and conditions for these added services will be governed by the existing Professional Services Agreement between the City and Walker dated 4/5/2022. Prior to commencing work on this project, we will need written authorization to proceed with the proposed scope of work. Your review, signature and return of this document will provide the required notice to proceed.

Thank you for this opportunity and we look forward to continuing to work with you and the City on this project. Please contact me if you have questions.

Sincerely,

Peter Filice
Sr. Consultant

Cc: Justin Chang, Behnam Arya – Walker Consultants

C-022-2024 Amendment 2 to Agreement with Walker Consultants

Final Audit Report 2024-02-14

Created:	2024-02-13
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6rL9Oj41J4_00MracOV23Kxjr7bRZYla

"C-022-2024 Amendment 2 to Agreement with Walker Consultants" History

Document created by Michelle Davis (medavis@cityofslt.us)
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Document e-signed by Heather Stroud (hstroud@cityofslt.us)
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Email viewed by Cody Bass (cbass@cityofslt.us)
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Document emailed to Justin Chang (jchang@walkerconsultants.com) for signature

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Email viewed by Justin Chang (jchang@walkerconsultants.com)

2024-02-14 - 9:27:23 PM GMT

Document e-signed by Justin Chang (jchang@walkerconsultants.com)

Signature Date: 2024-02-14 - 9:29:52 PM GMT - Time Source: server

Agreement completed.

2024-02-14 - 9:29:52 PM GMT

Resolution 2024-XXX

Adopted by the South Tahoe Joint Powers Parking Financing Authority

August 13, 2024

Authorizing Amendment No. 3 with Walker Consultants and Appropriating Funds for the Final Design and Construction Management Services for the Bellamy Parking Garage Upgrade Project

BACKGROUND

A. On April 5, 2022, the South Tahoe Joint Powers Parking Financing Authority entered into an agreement with Walker Consultants to evaluate the City Parking Garage and provide recommendations to upgrade the parking structure, circulation, Parking Revenue, and Access Control System (PARCS), Advance Parking Guidance System (APGS), and the addition of 12 Electric Vehicle (EV) charging stations.

B. On November 1, 2022, the City Council amended Walker's Consultant contract to divide the project into two phases. Phase 1 will include structural and circulation upgrades. Phase 2 of the project consists of PARCS, APGS, and installation of the EV charging stations. To allow early bond payment, the City plans to stretch out the construction and award Phase 1 and bid Phase 2 by Spring 2024.

C. On February 13, 2024, the City Council approved Amendment #2, bringing the total contract value to $246,866.

D. The City issued a bid for the installation of the equipment. However, no bids were received, and the project schedule has been extended to Spring 2025. In addition, the city requested additional professional services from Walker Consultants, and an additional budget will be required to complete the project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the South Tahoe Joint Powers Parking Financing Authority:

1. Appropriates an additional $32,020 from the Parking Garage Fund balance for the Bellamy Parking Garage Technical Services, Account 52005320-42030.

2. Authorizes and directs the Chair to execute Amendment No. 3 with Walker Consultants CA, in the amount of $30,200 for a total contract not to exceed $278,886, which is attached hereto as Exhibit "A.".

Adopted by the South Tahoe Joint Powers Parking Financing Authority on August 13, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Chair

Attest:

_____

Susan Blankenship, Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

South Tahoe Joint Powers Parking Financing Authority

Amendment No. 3 to Professional Services Agreement C-047-2022

C-175-2024

The Professional Services Agreement entered into on April 5, 2022, between the South Tahoe Joint Powers Parking Financing Authority ("STJPPFA") and **Walker Consultants** ("Consultant"), and amended on November 2, 2022 and February 13, 2024, is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5, 2022, and Amendment No. 1, dated November 2, 2022 (C-187-2022), and Amendment No. 2, dated February 13, 2024 (C-022-2024), this Third Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services Changes** attached hereto and incorporated herein by reference.

Paragraph 2 of the Professional Services Agreement is hereby amended to read as follows:

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until December 31, 2025.

Paragraph 3 of the Professional Services Agreement is hereby amended to read as follows:

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B to the Professional Services Agreement, as modified by Amendment No. 1 and No. 2, and Exhibit A to this Amendment No. 3. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $278,886 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Agreement to be executed on _____, 2024.

SOUTH TAHOE JOINT POWERS PARKING FINANCING AUTHORITY

By: _____
Cody Bass, Chair

CONSULTANT

By: _____
Justin Chang,
Principal-in-Charge

Business License # 012529

APPROVED AS TO FORM: **ATTEST:**

Heather Stroud, General Counsel Susan Blankenship, Secretary

WALKER CONSULTANTS

601 CALIFORNIA STREET, SUITE 820

SAN FRANCISCO, CA 94108

July 22, 2024

Mr. Anush Nejad
Director of Public Works
City of South Lake Tahoe
South Lake Tahoe, CA

Re: Proposal for Additional Consulting Services for 2024-2025 - Bellamy Court Garage Project

BACKGROUND

Due to the extended length of the City of South Lake Tahoe's Bellamy Garage PARCS/APGS/EVCS project – now projected to last into Summer 2025 -- as well as several other scope change factors described below -- the previously authorized funding for Walker Consultants will be inadequate to cover Walker's ongoing work in 2024 and 2025 to support the City through the completion of the project. This proposal letter describes the nature and justification of Walker's additional funding requests to cover extra work already performed in the first half of 2024 and new work required in the second half of 2024 and the first half of 2025.

The current total authorized contract value for Walker Consultants is $246,866. This total amount includes $236,778 for labor expenses spread across multiple work phases plus $10,088 in reimbursable expenses. Walker is requesting an increase in the labor expense amount and no change in the reimbursable expenses amount, as described below.

SCOPE OF SERVICES CHANGES

For PARCS/APGS Design Related Services:

During the first half of 2024, Walker was requested to convert the PARCS/APGS design and RFP/ITB documents into two separate sets to support the City's procurement requirements for separate "equipment" and "installation" RFPs. This created significant extra work for Walker's PARCS/APGS consultant (16 hours) and design technician (8 hours), with a billing value of $5,500.

Walker was also requested to develop full electrical and civil drawings and specifications for the PARCS/APGS work, because the City's procurement processes do not allow it to issue an Invitation to Bid requiring an installation contractor to create performance designs. This created extra work for Walker's structural engineer (billable value of $860) and for Walker's electrical sub-consultant ECOM (billing value of $3,220). The total billing value of these services is $4,080.

For Project Management and Delivery Services:

In the period of July 2024 through July 2025, Walker will be called upon to attend project status meetings, review submittals and RFIs, conduct in-process work inspections, and perform Device/Lane Acceptance Testing of the new PARCS and APGS, both of which will require travel to the job site. Given that there is only $100 remaining in the Project Management and Delivery Services allocated budget as of the end of June 2024, this

will not allow adequate billable time to conduct these reviews, inspections, and tests. These efforts are estimated to require 8 hours of meetings and reviews, two driving trips to South Lake Tahoe (8 hours round-trip per visit), plus 12 hours of on-site inspection and testing work, for a total labor billing value of $10,440.

For EVCS Design and Construction Administration Services:

Walker was requested to perform additional services to confirm future electrical capacity, incorporate the city's selected EV chargers, and determine the ability to provide for submetering.

These efforts, which extended from April through May 2024, involved coordination with the City and ECOM to determine the required modifications to the construction documents as follows: attend city meeting to discuss City-selected EVCS, coordinate with ECOM to confirm EVCS capabilities for provided electrical capacity, coordination with ECOM to provide cost information and to determine the utility company Liberty's requirements, and to update drawings to incorporate the related new electrical information and equipment.

Additionally, due to the extension of the project schedule for the EV installation portion to occur in 2025, there will be separate Contract Administration activities required. Aside from the related RFI's and Submittal reviews, we anticipate one site visit for final review of the EVCS installation.

For these efforts, we are requesting the following additional fees:

- 2024 EVCS Additional Services performed: $6,000
- 2025 EVCS Contract Administration: $6,000

SUMMARY OF REQUESTED ADDITIONAL PROFESSIONAL FEES

Walker proposes the following increase to the currently authorized labor fees for the project associated with the changes described in the previous section.

2024 PARCS/APGS Additional Design Services	$ 9,580
2024 EVCS Additional Design Services	$ 6,000
2024-25 Additional PARCS/APGS PM/Delivery Services	$ 10,440
2025 Additional EVCS Construction Admin Services	$ 6,000
TOTAL INCREASE IN LABOR FEES	**$ 32,020**
PRIOR AUTHORIZED CONTRACT AMOUNT	**$246,866**
NEW AUTHORIZED CONTRACT AMOUNT	**$278,886**

No additional funding is requested for the currently authorized reimbursable expenses portion of the authorized fees, and no future additional forensic/structural restoration work is included in the additional labor fees.

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.

The terms and conditions for these added services will be governed by the existing Professional Services Agreement between the City and Walker dated 4/5/2022. Prior to commencing work on this project, we will

need written authorization to proceed with the proposed scope of work. Your review, signature and return of this document will provide the required notice to proceed.

Thank you for this opportunity and we look forward to continuing to work with you and the City on this project. Please contact me if you have questions.

Sincerely,



Peter Filice
Sr. Consultant/Project Manager

Cc: Justin Chang – Walker Consultants

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:19

Agenda Item: Update on Formation of South Tahoe Transit Joint Powers Authority

Executive Summary: On February 13, 2024, the City Council adopted Resolution 2024-022, authorizing and directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority (JPA). On March 12, 2024 the El Dorado County Board of Supervisors also authorized County staff to initiate negotiations with the City regarding the formation of a JPA. The general purpose of forming the JPA is to jointly implement transit services in the Lake Tahoe south shore area. Staff will present an update on the status of the JPA formation negotiations and potential JPA agreement terms.

Requested Action / Suggested Motions: Pass a Motion confirming negotiating terms with El Dorado County for South Tahoe Transit Joint Powers Authority (JPA) as follows: (1) Purpose to include working with regional, state and federal agencies to plan, program, and secure funding for transit within the JPA area, and to develop, provide, and operate local transit services to benefit the JPA area; (2) Member agencies are City of South Lake Tahoe and El Dorado County, with the JPA Board to be comprised of 2 City Councilmembers and the County District V Supervisor, with non-voting ex officio members to include an appointee each from the South Shore Transit Management Association (SSTMA) Board and Tahoe Transportation District (TTD) Board; and (3) Managing Agency to be the City of South Lake Tahoe.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01-Staff Report-Transit JPA Formation
02-South Tahoe Transit JPA Boundary

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Update on the formation of a South Tahoe Transit Joint Powers Authority

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: On February 13, 2024, the City Council adopted Resolution 2024-022, authorizing and directing the City Manager and City Attorney to enter negotiations with El Dorado County on a Joint Exercise of Powers Agreement to establish a Tahoe South Shore Transit Joint Powers Authority (JPA). On March 12, 2024 the El Dorado County Board of Supervisors also authorized County staff to initiate negotiations with the City regarding the formation of a JPA. The general purpose of forming the JPA is to jointly implement transit services in the Lake Tahoe south shore area.

Issue and Discussion: Since respective staff were authorized to negotiate establishment of a JPA, DeeAnne Gillick with Sloan Sakai Young & Wong, LLP was mutually selected by County Counsel and the City Attorney to assist in creating the JPA formation documents in compliance with California Government Code. City and County staff, with the assistance of Ms. Gillick, have met several times to discuss JPA formation requirements and potential terms of a Joint Powers Authority Agreement. The following terms have been discussed.

Purpose:

- To work with regional, state and federal agencies to plan, program, and secure funding for transit within the portion of El Dorado County within the Lake Tahoe Basin, including the City of South Lake Tahoe (JPA area).
- Develop and implement transit plans for local transit services within the JPA area,
- Develop, provide and operate local transit services to benefit the JPA area.
- Advocate before local, regional, state, and federal officials and agencies for improvements to transit services and facilities as well as funding for those improvements.
- Coordinate facility, service, and operational plans and programs with other organizations.

Member Agencies:

- City of South Lake Tahoe
- El Dorado County

Managing Agency:

- City of South Lake Tahoe

- The Executive Director (Transportation Director) shall be an employee of the Managing Agency and serve at the pleasure of the JPA Board. Managing Agency shall provide all necessary administrative and accounting support to the Board.
- The designated Treasurer shall be the City Finance Director who will provide all budget, procurement and accounting support to the Board. The Board will contract with a third party for auditing services.

Governance:

- JPA Agreement
- Bylaws

Powers:

- To exercise in the manner provided by this Agreement, the powers common to each of the Member Agencies and necessary to the accomplishment of the purposes of this Agreement. Powers common to each of the Member Agencies shall include any powers granted to all Member Agencies by legislative enactment prior to or subsequent to the date of this Agreement.
- To make and enter into contracts.
- To employ agents and employees.
- To contract for the services deemed necessary to meet the purposes of the JPA including the retention of counsel as the Board deems appropriate. To acquire, by lease, purchase, lease-purchase, or eminent domain, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- To construct, manage, and maintain facilities and services.
- To sue and be sued in its own name.
- To incur debts, liabilities, or obligations including, but not limited to certificates of participation and revenue bonds. The debts, liabilities, and obligations of the JPA shall not constitute a debt, liability, or obligation of any of the Member Agencies that are parties to this Agreement.
- To apply for and execute/ and administer grants and contributions pursuant to any applicable state or federal statutes or local requirements.

Board Members and Voting:

- El Dorado County District V Supervisor
- 2 City Councilmembers (appointed by City Council)
- Each Board member has one vote
- An alternate for each Board position must also be appointed
- Board members select a Chair and a Vice Chair who shall hold office for a period of one year

Ex-officio Members:

- SSTMA Board member (appointed by SSTMA Board)
- TTD Board member (appointed by TTD Board)
- Ex-officio Members do not have a vote and are not counted toward a quorum
- An alternate for each Ex-officio position must also be appointed

Budget and Work Plan:

- Board shall adopt by resolution an annual budget and work plan.

These are draft terms presented for Council discussion and feedback to staff. Discussions regarding the make up of the JPA Board Members is ongoing, however City staff prefers the three voting member board described above over a 5 voting member board made up of 3 Councilmembers, the District 5 Supervisor and one other Supervisor that is also being discussed. A three-member board would be easier to provide support to and to schedule in-person meetings with. A final agreement is anticipated to be presented at a joint City Council/County Board of Supervisors meeting on October 15.

After formation of the JPA, the JPA board will need to address several additional organizational requirements, including:

- File Notice of JPA formation
- File Roster of Public Agency with Secretary of State and County Clerk.
- Administer Oath of Office to board members and officers
- File Assuming Office Form 700s
- Adopt Conflict of Interest Code
- Adopt regular meeting schedule
- Adopt policies and procedures, as applicable
- Procure or address insurance needs and requirements
- Establish agreements to fund the JPA and adopt a budget
- Enter into an agreement with the Managing Agency to provide administrative and financial services to the JPA
- Enter into a contract for annual audits
- Enter into an agreement for legal services to the JPA
- Designate the public office or officer to have charge of any property of JPA and file an official bond

The JPA Board will also establish a work plan that guides the JPA in its pursuit of funding, managing and implementing transit services within the JPA boundaries (Attachment 02). To assist the JPA in establishing transit goals and determining the steps necessary to achieve them, the South Shore Transportation Management Association (SSTMA) has contracted with Hendrickson Transportation Group LLC, for the Executive Director of SSTMA, Raymond Suarez, to prepare a plan outlining the steps

necessary to transition operations and funding of transit services to the JPA. This service transition plan will include proposed 5 year operating, capital and financial planning and requirements necessary for the JPA to be an eligible recipient of state and federal funding sources.

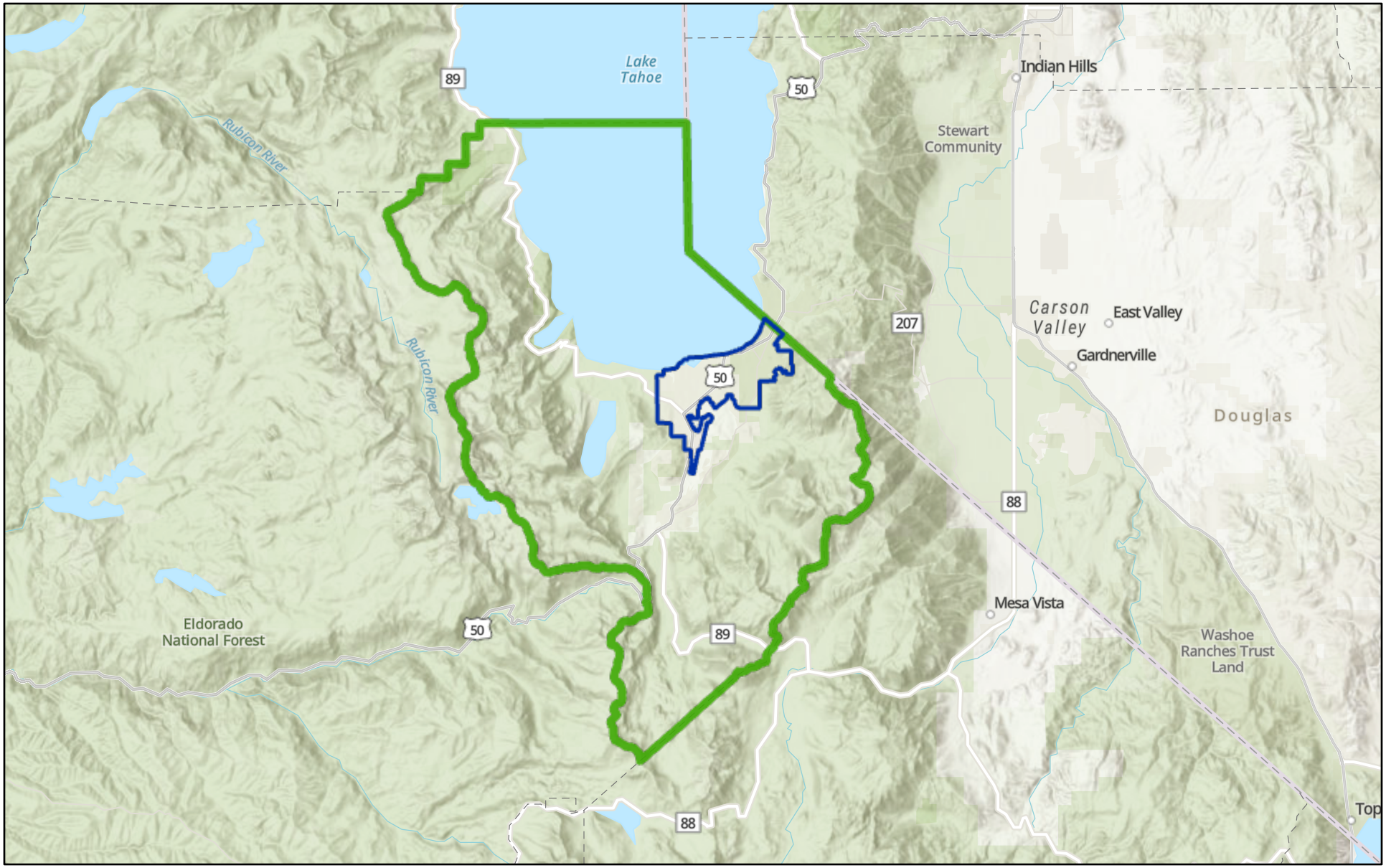
Financial Implications: There are no financial implications associated with receiving this report. After establishment of a JPA, the JPA Board will, by resolution, adopting a budget and enter into separate agreements with funding partners.

Environmental Considerations: Receipt of this presentation is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The formation of the South Shore Transit JPA is consistent with the following Strategic Plan goals and Action Items:

- *"…Work with local partners to develop a funding mechanism and operating structure for local transit and micro-transit operators…"*
- *Action Item 6. Evaluate the feasibility of the transit system run by the City and the possibility of the City becoming the recipient of FTA and TDA monies.*

South Tahoe Area Transit JPA Boundary



6/12/2024

City of South Lake Tahoe

El Dorado County- Lake Tahoe Basin Portion

TRPA, Douglas County, NV - GIS Dept, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:20

Agenda Item: Professional Services Agreement with RSG, Inc. for Real Estate and Economic Development Services for the Chateau Site

Executive Summary: On April 23, 2024 the City Council passed Resolution 2024-050 appropriating $100,000 from available General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services. Staff issued a Request for Proposals and has selected RSG, Inc. to provide the services described in their proposal, dated July 2024. The proposed not-to-exceed amount in the Professional Services Agreement is $129,930. The City Council will consider appropriation of an additional $29,930 to fund the Professional Services Agreement.

Requested Action / Suggested Motions: (1) Pass a Resolution amending the Adopted 2023-2024 Budget and appropriating an additional $29,930 from General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services and authorizing and; (2) Pass a motion authorizing and directing the Mayor to execute the Professional Services Agreement with RSG, Inc. for Real Estate and Economic Development Services for the Chateau site with a not-to-exceed amount of $129,930.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

- 01-Staff Report.docx
- 02-Request for Proposals
- 03-RSG Proposal
- 04-Resolution Appropriating Budget
- 05-RSG Professional Services Agreement

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Resolution appropriating funds and Professional Services Agreement with RSG, Inc. for Real Estate and Economic Development Services

Location: 4139 Lake Tahoe Blvd

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: City Council Strategic Plan Action Item 4.2.2 prioritizes the development of the "Hole in the Ground" site as a way of supporting and attracting visitors to the Stateline core. The site was originally planned as "Redevelopment Project 3" and has been partially developed as the "Chateau at the Village" and "Zalanta" projects.

On April 23, 2024 the City Council passed Resolution 2024-050 appropriating $100,000 from available General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services with an additive alternate for the Sunray motel (Attachment 02).

Issue and Discussion: A Request for Proposals (RFP) (Attachment 03) for economic development and real estate services was published on PlanetBids on May 15th and prospective consultants were notified. Six proposals were received by the deadline of June 20th (Original deadline was extended by a week). The review panel consisted of City staff from the Development Services, Finance and City Manager Departments, who evaluated the written proposals to determine if they were responsive and ranked them based on the criteria stated in the RFP. The review panel ultimately selected RSG, Inc as the highest ranked firm and contacted Principal Jim Simon for some minor clarifications regarding billing for teleconferencing services, reimbursable costs and the project timeline. RSG, Inc made minor revisions to their proposal to address these clarifications (Attachment 04).

RSG, Inc. has extensive experience in economic development, real estate, fiscal health and housing services. Staff identified to be on the project team have experience with public/private partnerships, financial feasibility analysis, development agreements, purchase and sale agreements and surplus land disposition related to retail, hotel, office, housing and industrial properties.

The City Council had requested that the RFP include an additive alternate to include the Sunray Hotel in the scope of services in addition to the Chateau site. Since that time, City staff has issued a 14-day Notice to Repair Violations to the property and is investigating the feasibility of pursuing a receivership petition. Due to these activities, and the ongoing public outreach and planning work associated with the Mid-Town Area Plan, staff is not recommending including the Sunray in the scope of work for these services at this time.

Financial Implications: The City Council had previously allocated $100,000 for this service, however, the estimated cost to address the Chateau site only is $129,930. RSG proposes to charge on a time and materials basis with these amounts as the not-to-exceed limit. The attached resolution would allocate an additional $29,930 from General Fund Undesignated Excess Reserves to fund the Professional Services Agreement.

Environmental Considerations: Adoption of this resolution and award of a professional services agreement for consultant services is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: This action is consistent with Strategic Plan priority 4.2, Support Development of a Regenerative Tourism Model, and Action Item 2, "Prioritize the development of the "Hole in the Ground" site as a way of supporting and attracting visitors to the Stateline core."

This site is within the Tourist Center Core district of the Tourist Core Area Plan, which is described as:

> *This district is the activity center of the Tourist Core Area Plan and intended to become a commercial, tourist and recreation destination with public gathering places, animated streets and intensive retail activity meeting the needs of both tourists and residents of the south shore. This district allows for horizontal and vertical mixed use projects with a focus on street-level active storefronts encouraging pedestrian activity. The sub-district contains complete streets that support multi-modal transportation options. Permissible uses include tourist accommodation, retail commercial, entertainment, restaurants, recreation and mixed-use residential development.*

REQUEST FOR PROPOSALS

ECONOMIC DEVELOPMENT AND

REAL ESTATE SERVICES

CITY OF
SOUTH LAKE TAHOE

RFP # 2024-06-13

SUMMARY

The City of South Lake Tahoe (City) invites experienced economic development and real estate financing consultants to submit proposals for an opportunity to work with the City to facilitate development of two underutilized sites in locations critical to the community for economic development. The two sites are referred to as The Chateau site and Sunray Hotel site. Both are subject to ongoing code enforcement actions and present blighted conditions. The scope of work would include identifying appropriate project programing based on market conditions and community desires and potential financing tools to assist with making investment in the properties attractive to a private developer.

Proposals are due on or before **06/13/2024 no later than 12:00 p.m.** (Pacific Standard Time). Proposals received after the deadline will not be accepted. Proposals must be submitted via the PlanetBids on-line portal.

Read this RFP document carefully as the award will be given to the most "responsible and responsive" Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within PlanetBids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	**05/15/2024**
Deadline for Questions Submittal via Planet Bids	**06/04/2024 12:00pm**
RFP submittals DUE	**06/13/2024 12:00pm**
Selection Committee Review Period/Interviews	**06/13/2024 – 08/07/2024**
Award Date	**08/13/2024**

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** complete a "Vendor Information Sheet" to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City's Vendor Database to be notified of such addenda

To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

The Proposer must submit one complete proposal as a PDF file through the PlanetBids electronic bid portal. **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and **will be regarded as public record under California Public Records Act under Government Code 6250 et seq**., and subject to review or release to the public, **excluding** financial records marked "confidential."

3. Format

All proposals shall be professionally prepared (no handwritten proposals will be accepted) and shall not exceed 25 single-sided pages. There are no requirements on font size, type or style.

4. Submittal Deadline

Response to this RFP is due on or before **06/13/2024 no later than 12:00 p.m.** (Pacific Standard Time). Responses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals online via PlanetBids: https://pbsystem.planetbids.com/portal/14997/portal-home

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 9 of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview/Demonstration. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City

Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a

particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference (applies to RFP's over $50,000 only)

a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

INTRODUCTION

Background

The City is seeking economic development and real estate financing consultant services to create opportunities to improve the economic productivity of two blighted sites in the community. Each site has unique history, location and circumstances; however, each provides an opportunity to address economic development and/or housing needs that are critical to the community. The priority site is The Chateau. The Sunray Hotel site is included in this RFP as an additive alternate. Proposers should provide a proposal and cost estimate associated with carrying out each component of the scope of work for The Chateau site and an alternative cost estimate if the Sunray Hotel is included with a similar scope of work.

The Chateau

The Chateau site is approximately 8 acres consisting of 28 parcels located at 4139 Lake Tahoe Blvd (US Highway 50). The Chateau is part of a formerly approved project has been partially constructed. The site is in a highly visible location in the heart of the most robust commercial district on the south shore of Lake Tahoe. The Chateau site is adjacent to the California/Nevada state line and surrounded by retail, restaurant, entertainment, and tourist accommodation uses.

The site is within walking distance to many recreational opportunities including Lakeside Beach on Lake Tahoe, the gondola providing access to Heavenly Mountain ski resort, and Edgewood Tahoe golf resort. Also within walking distance are restaurants, retail stores and entertainment in the Heavenly Village, Nevada casino properties and the Tahoe Blue Event Center.

The Chateau site was once a portion of the South Lake Tahoe Redevelopment Project 3 which was originally approved by the City Council and the Tahoe Regional Planning Agency (TRPA) in 1998 as a mixed-use development consisting of two condominium-hotel structures, a publicly owned convention center and entertainment venue, general retail stores, a below grade parking structure, and a 1.5 acre public park. An Environmental Impact Report (EIR) and TRPA Environmental Impact Statement (EIS) was prepared to analyze potential impacts of the project. In 2006, the South Tahoe Redevelopment Agency entered into an Owner Participation Agreement (OPA) with Lake Tahoe Development Company, LLC (LTDC) to develop Project 3. The methods of financing attached to the OPA included the use of tax allocation bonds supported by property tax increment revenues, Mello-Roos bonds supported by tax increment, project generated transient occupancy taxes and a community facilities district secured by Mello-Roos special taxes. The project design was modified in 2006 and 2007 and addendums to the EIR were adopted by the City Council and TRPA Governing Board.

Construction began in 2007 with the demolition of most of the existing buildings within the overall project area, underground infrastructure improvements and excavation of the underground parking garage. Construction was halted in late 2007 due to the loss of construction funding. These initial improvements are now known as Chateau Phase 1.

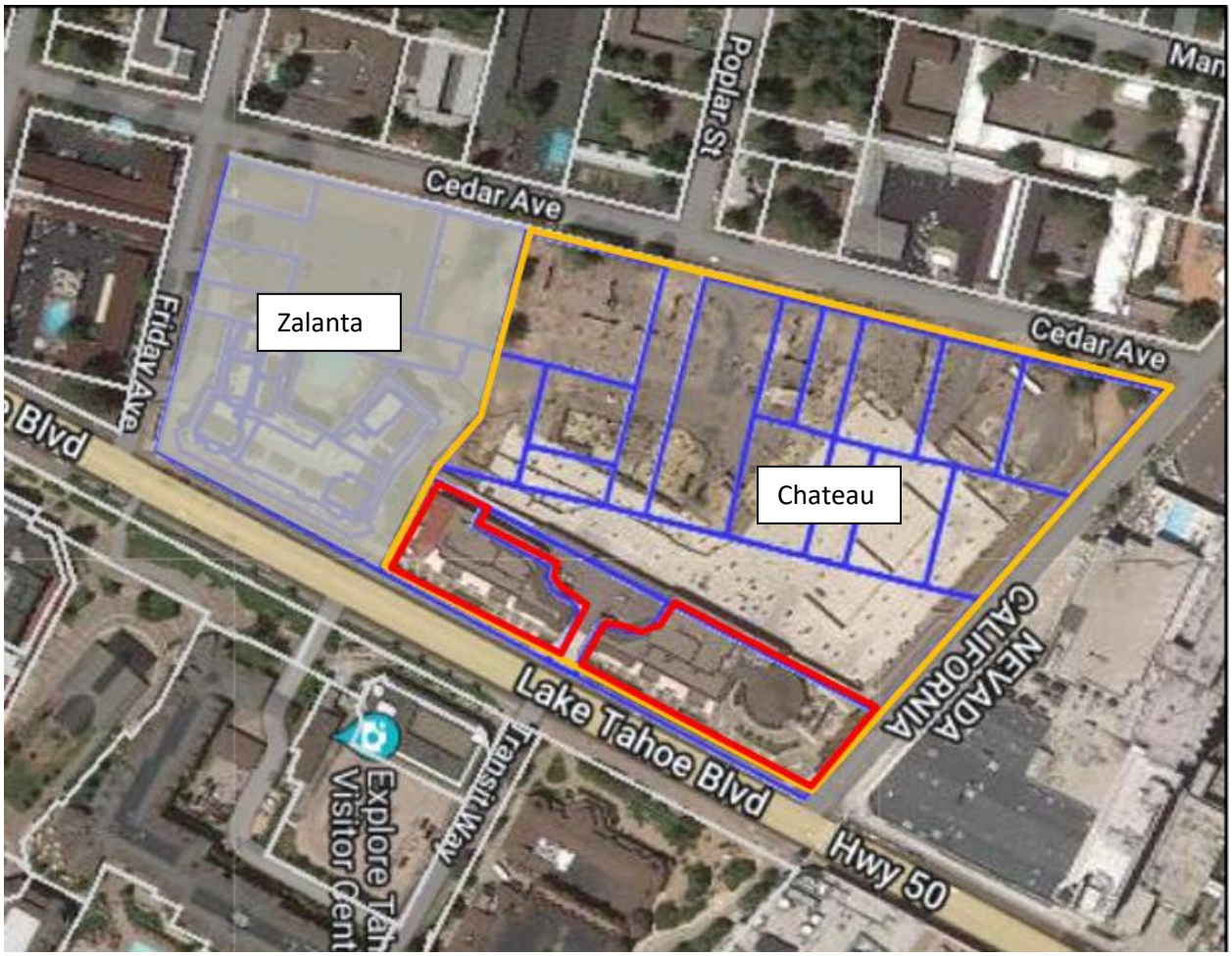
In 2009 the City Council directed staff to abandon consideration of issuing Mello Roos bonds for the purpose of restructuring existing debt that the developer had incurred. At that time the developer was unable to secure construction financing to continue construction and repay lien holders on parcels that had been assembled for the project. After the dissolution of the South Tahoe Redevelopment Agency and associated extinguishment of the OPA in 2012 the Redevelopment Successor Agency approved the release of certain covenant, conditions and restrictions associated with development of the convention center component.

Subsequently, due to foreclosures by multiple lenders, ownership of the project area became divided into the Chateau and Zalanta Projects and the Chateau portion was later divided where there is a separate owner of the retail frontage portion. Since that time, the Zalanta project has been partially constructed, with the final phase submitted for a building permit, and the ground floor retail space of The Chateau Project, fronting Lake Tahoe Boulevard has been constructed.

In 2019, a building permit was issued for the Chateau Phase 3, which includes construction of 16 hotel/condominium units in the second and third story above the existing retail space. The permit has remained active due to COVID impact related permit extensions. Construction of Phase 3 began in 2023 and is anticipated to be completed in November 2024.

In the Chateau project area there are five parcels that contain the existing retail space and are owned by Imperium Blue Tahoe Holdings DE, LLC. The rest of the project area contains 23 parcels owned by Tahoe Chateau Land Holdings CA, LLC.

The Chateau Site



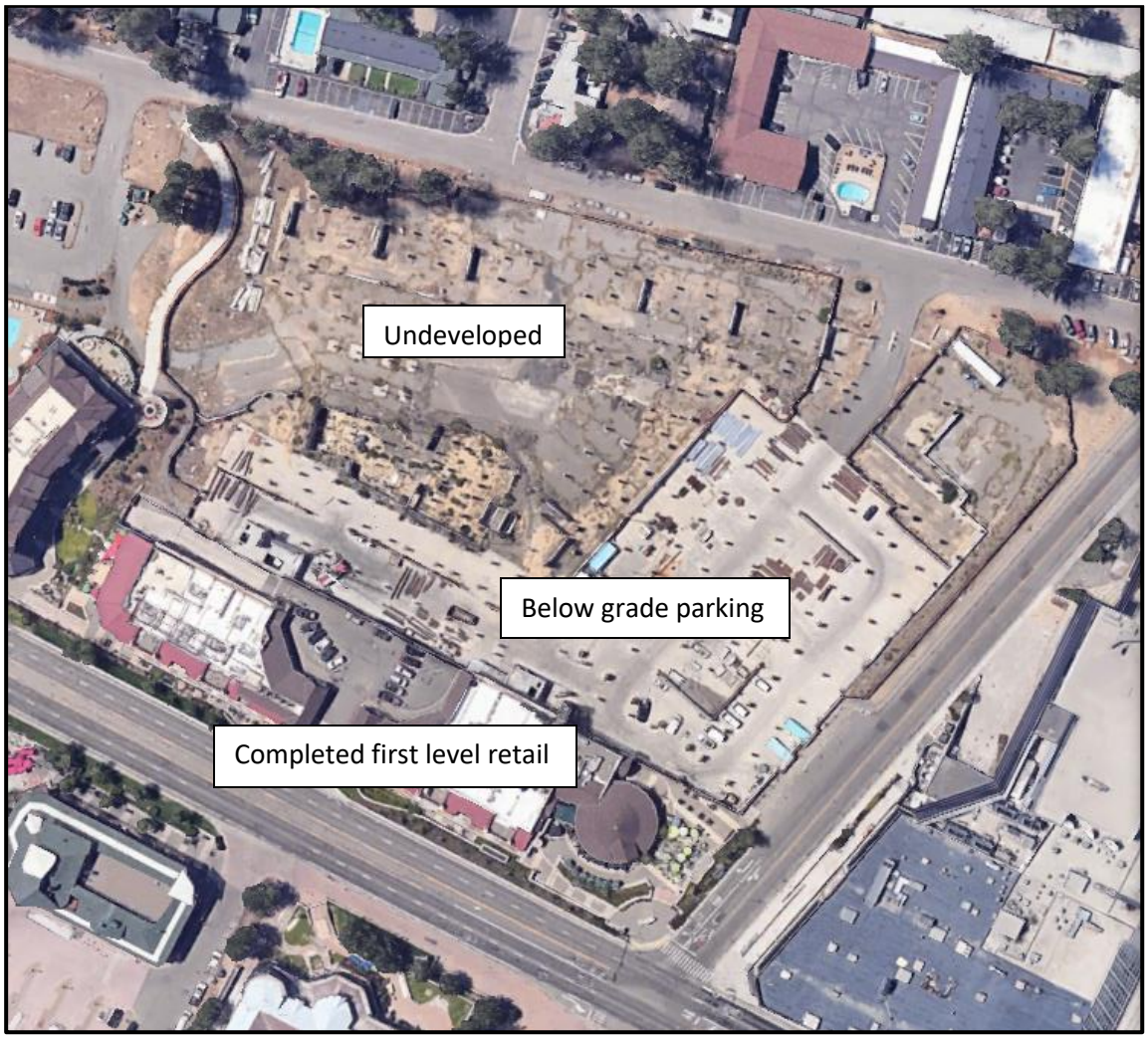
Parcel lines

Tahoe Chateau Land Holdings, LLC (Phase 1)

Garage level – Tahoe Chateau Land Holdings, LLC (Phase 1)

Retail level – Imperium Blue Tahoe Holdings, LLC (Phase 2)

Upper levels – Tahoe Chateau Land Holdings, LLC (Phase 3)



The majority of The Chateau site sits with the underground parking garage uncapped and exposed, creating blight conditions an da very underutilized site. The TRPA permit issued for Redevelopment Project 3 in 2007 remains active as a phased construction project and the site is within the boundaries of the Tourist Core Area Plan. The City desires to see this property fully developed with compatible and economically beneficial uses, possibly even including public uses and/or workforce housing.

Sunray Motel

The Sunray Motel is a blighted 1.2 acre property located at 2659 Lake Tahoe Boulevard. The property has been under an Order to Repair or Abate and has been vacant and boarded up since March 2022. This site is highly visible and has many outstanding code violations that contribute to safety and nuisance concerns. The site is within a commercial district along Lake Tahoe Blvd (US Highway 50) with several restaurants within walking distance.

Sunray Hotel Site



The potential for redevelopment of this property may benefit from land use incentives anticipated with the completion of the Mid-Town Area Plan that is expected in 2025.

Objectives

- Determine a feasible and clear path to development of each site in a manner that provides economic benefit to the community.
- Identify needed infrastructure and funding mechanisms to support development of each site.
- Identify and engage a qualified project development partner positioned to deliver each project.
- Enter into a mutually acceptable agreement to establish a public/private partnership that facilitates project developer acquisition of property and project development.

SCOPE OF SERVICES

Kick-off Meeting and Initial Research
Participate in a kick-off meeting and driving tour with the City project team to review project history, goals and expectations, as well as present and receive feedback on preliminary assessment of project opportunities. The meeting(s) shall include a review of available plans and data sources with the City to serve as project references to determine stakeholders to be interviewed, scope of community outreach, the project development vision and scope, options and opportunities for project financing. Prior to the meeting, Consultant will review readily available planning documents (e.g. relevant area plans, general plan, proposed project concepts) to determine the general types and timing of development projects that are planned within the project area. City will provide consultant with information regarding the former Redevelopment Agency project area and corresponding relevant outstanding enforceable obligations. The meeting will result in an understanding of additional information needed to fulfill the scope of work and preferred stakeholders to engage through interviews.

Stakeholder Engagement
Working closely with the City, Consultant shall conduct stakeholder engagement to include no less than 12 stakeholder interview sessions and Consultant guidance for City conducted community outreach. Goals of stakeholder engagement include 1) Understanding of priorities, goals, and overall visions for the area; 2) understanding of community benefits and infrastructure improvements to consider as part of the project; 3) understanding of local economic and market conditions relevant to the project; 4) determine stakeholder interest in forming a financing district to support investment; and 5) identifying targeted public and private investment opportunities in the project area.

Market Analysis and Development Concepts
Conduct market analysis to inform, along with stakeholder interviews and review of adopted City plans, consideration of financially feasible development concepts for the site, which may include public benefit uses, housing and infrastructure improvements. Identify two alternative development concepts for the site and feasible financing tools to consider for each alternative. Consultant will prepare preliminary tax increment analysis reflecting proposed future development, potential public and private sector partners, and estimated costs for project and infrastructure construction. Consultant will evaluate financing tools to include, but are not limited to, local, state, and Federal funding program opportunities, development impact fees, other public funding sources, and special district and tax increment financing tools such as Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA), Climate Resilience Districts, and Community Finance Districts to fund needed infrastructure and cover municipal service costs.

Presentation of Opportunities
Conduct two presentations to stakeholders on the development concepts and potential funding mechanisms, including potential financing districts. Conduct one presentation to the City Council for feedback and direction.

Tax Increment Analysis

If the identified project and financing approach includes the use of tax increment financing, determine a range of tax increment or other benefit assessment district funds that could be generated upon the formation of a district. Identify projected real property value appreciation, appropriate tax entity proportional shares, projected district revenues and bonding capacity generated by the tax increment.

Project Marketing/Solicitation of Interest
Identify potential approaches to achieve interest in the property/opportunity, including stakeholder/marketing outreach materials in connection with the development of the site, which may include sale and disposition of the entire site and/or portions of the site, as appropriate. If deemed necessary, prepare a request for qualifications / proposals (RFQ/P) to seek out well qualified developers for the project site. Evaluate developer RFQ/Ps and make recommendations to the City on facilitation of project development which may include negotiation of terms for exclusive negotiation agreements (ENA) and/or development agreements. This task includes preparing draft agreements, if necessary.

Project Implementation
If deemed necessary, consultant shall continue providing the following services related to implementation of the project:

- Assist City in requesting and reviewing project-based materials as related to the ENA and/or DA and documentation including market information and reports, sale comparables, pro forma schedules, entitlement requirements, site development, and/or similar information.
- Assist City in working with selected developer to ensure ongoing compliance with agreement terms and timing of deliverables, receipt of deposits, transaction timeframes and extensions, and schedule of performance.
- Assist the City in structuring financing for public benefit uses and/or public infrastructure.

Additive Alternative

Provide the same scope of work outlined above for the Sunray Motel site.

PROPOSAL CONTENT REQUIREMENTS

Proposal Requirements - All proposals must include the following information and shall be organized as described below.

A. Cover Letter (0-5 points)

The cover letter shall be addressed to Hilary Roverud, Director of Development Services, and at a minimum, must contain the following:

- Identification of Company, including name, address and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (0-5 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Company's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages 9-10). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline, including milestones, from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages.

E. Project Budget (0-20 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's cost proposal.

F. Description of Recent Projects/References (0-15 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons. The City expects to purchase a system that has been developed and is being continuously maintained and used by multiple customers. Vendors should provide references to other customers where the proposed system has been installed. The practical experience of other customers is an important factor in evaluating proposals.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. <u>Evaluation Criteria</u>

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any.

Criteria	Points
A. Cover Letter	5
B. Executive Summary	5
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	20
F. Description of Recent Projects/References	15

ATTACHMENT 2

SAMPLE

CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of _____ 202X by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by

reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for _____ years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$**_____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to

do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally

required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct

interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both,

and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date _____

CONSULTANT:

By _____

Name, Title

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

Date _____

ATTEST:

By_____

City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$_____**
Hourly Rate:	**$_____/hour**
Travel and out-of-pocket expenses	**$_____**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$_____**

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

1. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____

PROPOSAL FOR ECONOMIC DEVELOPMENT AND REAL ESTATE SERVICES

RFP #2024-06-13

CITY OF SOUTH LAKE TAHOE

July 2024



RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

July 18, 2024 ***Via Electronic Mail***

Hilary Roverud, Director of Development Services
CITY OF SOUTH LAKE TAHOE
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Dear Ms. Roverud,

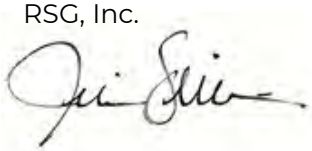
RSG, Inc. ("RSG") is pleased to present this proposal to the City of South Lake Tahoe ("City") in response to its Request for Proposals ("RFP") for Economic Development and Real Estate Services, released May 15, 2024.

RSG specializes in providing real estate, housing, economic development, and fiscal health services to over 110 clients in California over the past year. With a focus on public sector clients, RSG is uniquely positioned to understand how public agencies view real estate beyond the terms of any single transaction but as an opportunity to deliver transformative projects that aid in essential community development goals.

The proposal shall remain valid for a period of 120 calendar days from the date of submittal.

I would serve as your point of contact on all correspondence and communications pertaining to this RFP. Should you wish to discuss any of the information presented, please feel free to contact me directly at 714.316.2120 or jsimon@rsgsolutions.com.

Respectfully,
RSG, Inc.



Jim Simon, Principal

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EXECUTIVE SUMMARY

The City has identified two privately owned properties in South Lake Tahoe with the potential to enhance the economic base of the City by way of partnering with the property owners in pursuing feasible development options. Both properties have been deemed blighted by code enforcement actions and have long been the focus of past redevelopment efforts, and are as follows:

1. 4139 Lake Tahoe Boulevard: the ~ 8-acre priority site known as The Chateau comprises 28 parcels and is owned by two different private property owners. The site is the location of a stalled development and is partially completed.

2. 2659 Lake Tahoe Boulevard: the 1.2-acre closed and boarded up Sunray Hotel, located within the planning area for the forthcoming Mid-Town Area Plan anticipated for completion next year.

RSG understands the City is seeking economic development and real estate financing consultant services to create opportunities for the community by addressing critical economic development and/or housing needs. According to the RFP, RSG understands the City has the following four objectives:

1. Determine a feasible and clear path to development of each site in a manner that provides economic benefit to the community.

2. Identify needed infrastructure and funding mechanisms to support development of each site.

3. Identify and engage a qualified project development partner positioned to deliver each project.

4. Enter into a mutually acceptable agreement to establish a public/private partnership that facilitates project developer acquisition of property and project development.

This document outlines a proposed scope of work by RSG for development of one or both sites, focusing primarily on The Chateau site with the Sunray Hotel site as an alternative. The process includes:

1. Initial research and a kick-off meeting
2. Stakeholder engagement through interviews
3. Market analysis and development of two alternative concepts
4. Presentations to stakeholders and the City Council
5. Tax increment analysis if needed
6. Project marketing and solicitation of developer interest
7. Assistance with project implementation

The proposed timeline spans from August 2024 to July 2025, with some later stages dependent on City Council decisions. The plan aims to assess development opportunities, engage stakeholders, and provide recommendations for financing and implementation.

COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

ABOUT RSG

RSG, Inc. is a California-based, Subchapter "S" Corporation. Founded in 1979, the firm is currently managed by active Principals Jim Simon and Tara Matthews and has a staff of 25 employees. Our corporate address is 170 Eucalyptus Ave., Suite 200, Vista, CA 92084. We have two additional hubs in California (Los Angeles and Oakland) where we collaborate periodically as a team to accommodate the needs of our clients and growing firm.

RSG is a creatively charged consultant to California public agencies. We collaborate with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing more than four decades of native knowledge to each engagement. As diverse as the agencies we work with, our services span real estate, economic development, fiscal health, and housing initiatives.

RSG is a California licensed real estate broker (DRE License No. 01933174) and a Small Business Enterprise ("SBE") certified by the California Department of General Services (Certification ID 2006876).

MISSION STATEMENT

RSG creates solutions to enhance communities' physical, economic, and social future.

CORE VALUES

Our core values define who we are as people and the standards by which we provide services to our clients. At RSG, we:



PROJECT TEAM MEMBERS

RSG confirms our capacity to undertake the project/services for the City in conformity with the requirements of the RFP.

This engagement will be led by Jim Simon, Principal-in-Charge. Jim will be assisted by RSG Director Mark Sawicki and Senior Associates Alex Lawrence and Brandon Fender. Resumes are included on the following pages. Additional RSG staff will be assigned as needed.

Jim Simon, Principal – Jim delivers intelligence, innovation and passion to projects requiring his unparalleled expertise in real estate and economic development over his 33-year career at RSG. Some of Jim's prior engagements include the acquisition, financing, and redevelopment of a 4-acre brownfield in San Carlos resulting in development of a 200-room upper midscale hotel and a 120% internal rate of return on the City's investment.

Mark Sawicki, Director – Mark has held leadership roles in economic development, community development, workforce development, and housing for the cities of Oakland, Vallejo, and San Carlos. Mark's experience includes negotiating for the acquisition, sale, lease, and development of property for more than 15 public/private development projects aggregating over 2,500 homes and 2 million square feet of commercial space with the City of Oakland and advancing redevelopment and base reuse plans for the former Mare Island Naval Shipyard in Vallejo. Most recently, he has prepared term sheets, draft Disposition and Development Agreements, Purchase & Sale Agreements, and Affordable Housing Agreements for the disposition of two surplus land parcels & development of affordable housing for the City of South Gate.

Alex Lawrence, Senior Associate – Alex has a background in real estate and affordable housing over her six years at RSG. She regularly conducts development programming and feasibility analyses, housing market analyses, prepares and reviews development pro formas, and prepares developer solicitations, purchase and sale agreements, and disposition and development agreements. Most recently, Alex conducted a design, feasibility, and disposition strategy for the historic Chinatown Lot 45 site in Los Angeles and worked with the cities of Apple Valley, Redwood City, El Monte, South Gate, Coalinga, Thousand Oaks, and Murrieta on the disposition of 11 surplus properties and 11 properties declared as exempt surplus.

Brandon Fender, Senior Associate – Brandon has a background in real estate feasibility, economic and fiscal impact analyses, and housing administration. He has prepared financial feasibility analyses for the proposed development and redevelopment of thousands of housing units, millions of square feet of retail, office, hotel, and industrial developments, as well as vital public facilities and government offices on behalf of the Los Angeles City and County joint development team led by the Los Angeles Department of Economic Opportunity, the City of San Carlos, and the City of Jurupa Valley.



JIM SIMON

Principal & President

714.316.2120
jsimon@rsgsolutions.com

PROFILE

"With determination and imagination, I serve myself and others to discover our capacity for what is possible by designing solutions for a complex world so we can cherish and nurture our communities."

OUT & ABOUT

CALED 40 at 40 Honoree for contributions to California Economic Development

Co-Chair, CALED EDFRE Technical Committee

Member, CALAFCO Legislative Committee

"Business Retention and Attraction" – Advanced Certification Program Instructor (CALED)

"Community Economic Development" – Keys Program

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT JIM

Inspired to improve the Golden State in his work, Jim delivers intelligence, innovation, and passion to projects requiring his unparalleled expertise in fiscal health, real estate, and economic development. For over 30 years, Jim is proud to have led projects that have resulted in the investment of over $10 billion in private and public capital, transforming cities and communities across California. As President of RSG, Jim is helping to shape the next generation of the firm's legacy - leading RSG's team of inspired, creative, and insightful consultants that serve over 100 communities each year.

EDUCATION

Jim joined RSG in 1991 and has served as a Principal and shareholder since 2001. He received a BA in Business Administration with a concentration in entrepreneurial management from California State University, Fullerton. In 2014, Jim was selected as an Advisory Board member of the California Association for Local Economic Development, where he serves as Co-Chair of CALED's Economic Development, Real Estate and Finance technical committee. Jim is also an Advisory member of the Legislative Committee for the California Association of LAFCOs (CALAFCO), and active in other professional organizations including NAIOP, ICSC, NPH, and SCANPH.

RECENT ENGAGEMENTS

Conducted market research and evaluated the feasibility of repositioning or repurposing the Business Technology Center owned by the Los Angeles Community Development Authority.

Created and distributed a Request for Qualifications to solicit offers from qualified parties to purchase and develop 4 noncontiguous properties located along the Lincoln Avenue Corridor in a coordinated manner in the unincorporated community of Altadena.

Led acquisition, financing, and redevelopment of a 4-acre Brownfield in San Carlos resulting in development of a 200-room upper midscale hotel and a 120% internal rate of return on the City's investment.

Analyzed and developed deal terms for a disposition and development agreement for a public-private partnership of a $70 million mixed use project in downtown San Carlos.

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MARK SAWICKI

Director

714.316.2194
msawicki@rsgsolutions.com

PROFILE

"I am at my best solving complicated problems, being both logical and creative, as I seek to understand, enhance, and improve programs, policies, systems and organizations for the benefit of California communities."

OUT & ABOUT

Member, CALED Project Development & Finance Division

Urban Land Institute (ULI)

San Francisco Planning and Urban Research (SPUR)

Municipal Managers Association of Northern California (MMANC)

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT MARK

Mark seeks to understand complex matters through analysis, synthesizing and summarizing information, developing effective, efficient, and pragmatic policy solutions, and presenting them in clear and persuasive ways. Mark has forged a unique 30+ year career across both the public and private sectors, from real estate asset management and small business startups to economic and community development, which informs his approach to municipal consulting services. His work includes real estate advisory services, developer selection and negotiations, public private partnerships, affordable housing development, fiscal and economic impact analyses, municipal service reviews, and economic development policy analysis. Mark joined RSG in 2020 after leadership roles in community and economic development, housing, and workforce development with the cities of Oakland, Vallejo, and San Carlos. He was previously a San Francisco Bay Area-based consultant for California cities, counties, and redevelopment agencies. Mark also was appointed and served five years on the Housing Advisory Commission with the City of Berkeley. Earlier in his career he managed a national portfolio of real estate limited partnership investments and co-founded an outsourced financial consulting and accounting firm.

EDUCATION

Mark earned a Masters in Public Policy from the Goldman School at the University of California, Berkeley, and a Bachelor of Science in Finance, cum laude, from New York University, as well as a Certificate in Real Estate Finance and Analysis from NYU.

RECENT ENGAGEMENTS

Evaluated potential development of a 30-acre downtown mixed-use project for the City of Rohnert Park. Conducted market assessment, analyzed feasibility and fiscal impact, as well as sensitivity analysis for key assumptions on parking, prevailing wage, and affordable housing.

Evaluated affordable housing development proposals and provided recommendations for selection of a developer for the County of San Diego, and the cities of El Monte, La Palma, and Merced.

Evaluated affordable housing development proposals and provided recommendations for funding for the City of Stockton.

Pre-RSG: Evaluated proposals for rehabilitation and reuse of ten historic buildings at Crissy Field in San Francisco.

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ALEX LAWRENCE

Senior Associate

714.316.2104
alawrence@rsgsolutions.com

PROFILE

"I am passionate about working with community leaders and residents to help solve the diverse and challenging problems that local governments face. I strive to facilitate growth and development that is fiscally responsible, sustainable and equitable to help communities meet their goals."

OUT & ABOUT

Licensed California Real Estate Agent (#02244431)

CALED Annual Conference Committee Member

International Council of Shopping Centers

San Diego Housing Federation (SDHF)

Housing California

California Association of Local Housing Finance Agencies (Cal-ALHFA)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT ALEX

Alexandra joined RSG in 2018 bringing with her a background in public financial management and economic development research. Her work in real estate, affordable housing, and economic development allows her to facilitate growth in industries and communities and assist clients in reaching their goals.

EDUCATION

Alexandra holds a BA in Political Economy, *magna cum laude*, from the University of Southern California as well as a Master's Degree in Public Administration from USC. Alexandra's educational background combined with her significant experience in research have provided her with an extensive set of analytical skills that she is able to impart upon each job she works on.

RECENT ENGAGEMENTS

Completed a Design, Feasibility, and Disposition Strategy for the historic Chinatown Lot 45 site in Los Angeles evaluating community housing need, financial viability of potential development scenarios, and disposition options that best meet community goals while remaining in compliance with the Surplus Land Act.

Assisted with deal structuring and drafting term sheets, Purchase and Sale Agreements, and Affordable Housing Loan Agreements for the disposition and development of two affordable ownership housing projects in the City of South Gate.

Evaluated development proposals for the disposition and redevelopment of a mixed-use project at the West LA Courthouse and Civic Center site for the City and County of Los Angeles.

Analyzed developer qualifications, cash flows, and land use concepts for the joint development of a former elementary school site in Willowbrook in partnership with the County of Los Angeles and Compton Unified School District.

Conducted research, analysis, and interviews with community members to develop effective retail marketing materials for the City of Westminster.

Created and distributed a Request for Qualifications to solicit offers from qualified parties to purchase and develop 4 noncontiguous properties located along the Lincoln Avenue Corridor in a coordinated manner in the unincorporated community of Altadena.

RSG
BETTER COMMUNITIES. BOLDER FUTURES.



BRANDON FENDER

Senior Associate

714.316.2106
bfender@rsgsolutions.com

EIFPROFILE

"I enjoy creating equitable and sustainable urban spaces for communities. I thrive in a challenging environment and seek to provide innovative solutions."

OUT & ABOUT

Advisory Board member for the CALAFCO Legislative Committee

Associate Member of Urban Land Institute

International Council of Shopping Centers

Housing California

Southern California Association of Non-Profit Housing (SCANPH)

California Association of Local Housing Finance Agencies (Cal-ALHFA)

San Diego Housing Federation (SDHF)

California Association of Local Agency Formation Commissions (CALAFCO)

ABOUT BRANDON

Brandon specializes in providing support in real estate feasibility, economic and fiscal impact analyses, and housing administration. He is most engaged when his research translates to solutions for local governments and access to healthy and safe environments for their citizens.

In 2014, Brandon became an entrepreneur, starting the Good Beer Company, the first brewery and tasting room in Santa Ana. After five years of success from concept to business plan and fundraising, to opening a warehouse location, Brandon sold the brewery and returned to RSG, with a direct appreciation for the life of the small business owner which he applies to his work at the firm.

EDUCATION

Brandon initially joined RSG in 2009 while attending the University of California, Irvine where he earned a BA in Social Ecology. As a member of numerous project teams, Brandon gained experience in housing administration, economic and market analyses, housing construction and development, municipal finance, and development feasibility.

RECENT ENGAGEMENTS

Assisted the City of San Carlos with feasibility analyses and redevelopment of industrial and commercial space ultimately resulting in a 200-room midscale hotel at the City's Landmark site.

Prepared feasibility analyses for the proposed development of 1,360 housing units, retail, public facilities, and government offices on behalf of the City and County joint development team led by the Los Angeles Department of Economic Opportunity.

Analyzed the financial feasibility, and fiscal and economic impacts associated with the proposed development of the 600,000 square foot Westfield Topanga regional mall on behalf of the City of Los Angeles.

Led and managed the acquisition of a 1-acre surplus property with a dilapidated building for redevelopment by the South Gate Housing Authority. The acquisition included site programming and feasibility analysis.

Completed community benefits analyses for two large-scale specific plans in Jurupa Valley, including single and multi-family housing, retail, office, industrial, and public uses to assist the City of Jurupa Valley in negotiation of development agreements.

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EXPERIENCE AND QUALIFICATIONS

As a full-service real estate firm experienced in public agency transactions, RSG provides extensive services that extend beyond typical brokerage (DRE License No. 01933174), managing complex acquisitions, dispositions, and development projects. Our aim is to help you achieve goals in affordable housing, economic development, and fiscal sustainability through strategic real estate initiatives.

We specialize in detailed **market and feasibility studies** to guide communities in making informed decisions about land use, optimizing outcomes in line with local objectives. Our comprehensive approach includes navigating regulatory environments, ensuring compliance with laws like the **Surplus Land Act**, and advising on the most beneficial use of redevelopment agency-owned properties.

We help our clients partner with developers by meticulously reviewing proposals, assessing the financial health and experience to ensure alignment with project requirements. Our negotiation expertise is crucial in structuring impactful **public-private partnerships** and development agreements.

Additionally, we provide temporary and permanent **relocation services** for residents and businesses displaced by public projects, focusing on empathy and effective communication to facilitate smooth transitions.

Our work also encompasses **fiscal impact assessments**, gauging potential revenue streams and community service demands from new developments. We are deeply committed to **community engagement**, actively facilitating discussions on land use and public policy to ensure that community voices are central to development strategies.

Overall, RSG helps local governments leverage real estate as a tool to foster community well-being and economic resilience.

SCOPE OF WORK/IMPLEMENTATION

RSG has prepared the following scope of work and services as described below for the City to consider based on specifications noted in the Scope of Services[1]. It's our understanding the City desires to prioritize The Chateau site with the Sunray Hotel site as an additive alternative. For sake of budget efficiency, RSG is presuming if both projects were pursued, the work would be coordinated concurrently.

KICK-OFF MEETING AND INITIAL RESEARCH

RSG would participate in a kick-off meeting in-person and driving tour with the City project team to review project history, goals, and expectations, as well as present and receive feedback on preliminary assessment of project opportunities.

RSG would review available planning documents if provided timely by the City as well as third party market reports prior to the meeting to understand market activity within the project area and ensure a productive project kick-off. RSG would utilize the market data and information from the City to recommend stakeholders to be interviewed and tailor the project development vision and scope.

STAKEHOLDER ENGAGEMENT

Working closely with the City, RSG would conduct 12 (virtual) stakeholder interview sessions with the following objectives:

1) Understand priorities, goals, and overall visions for the area.

2) Understanding of community benefits and infrastructure improvements to consider as part of the project.

3) Understand local economic and market conditions relevant to the project.

4) Determine stakeholder interest in forming a financing district to support investment.

5) Identify targeted public and private investment opportunities in the project area.

MARKET ANALYSIS AND DEVELOPMENT CONCEPTS

With consideration of stakeholder feedback, zoning, site parameters, and any other design guidelines, RSG would conduct a market analysis to inform the recommendation of two alternative development concepts for the site. RSG would recommend potential financing tools for the City to consider – including but not limited to - local, state, and Federal funding program opportunities, development impact fees, and special district and tax increment financing tools to fund needed infrastructure and cover municipal service cost for each alternative[2].

[1] We generally utilized the contents of the RFP but did reorganize and elaborate on portions of the scope sought to provide the City more specifics where we felt that would be helpful for the City's evaluation.

[2] Some examples of the tax increment financing tools include Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA), Climate Resilience Districts, and Community Finance Districts.

For each scenario, RSG would also prepare preliminary tax increment analysis reflecting proposed future development, potential public and private sector partners, and estimated costs for project and infrastructure construction.

PRESENTATION OF OPPORTUNITIES

RSG would conduct two in-person presentations to stakeholders on the development concepts and potential funding mechanisms, including potential financing districts. Stakeholders would also have the option to participate in the meeting virtually.

RSG would also conduct one in-person presentation to the City Council for feedback and direction.

As noted earlier, if both The Chateau and the Sunray Hotel sites are incorporated into the final work program, RSG has presumed meetings (as well as other work) would be conducted concurrently to avoid potential duplication of costs.

TAX INCREMENT ANALYSIS (IF NEEDED)

If the identified project and financing approach includes the use of tax increment financing, RSG would identify projected real property value appreciation, appropriate tax entity proportional shares, projected district revenues, and bonding capacity generated by the tax increment.

PROJECT MARKETING/SOLICITATION OF INTEREST

RSG would prepare a marketing plan for disposition of the entire site and/or portions of the site, as appropriate. If deemed necessary, RSG would prepare a request for qualifications/ proposals (RFQ/P) to seek out qualified developers for the project site, evaluate development proposals, and make recommendations to the City.

RSG's cost estimate assumes RSG would (a) assist with negotiations; (b) draft a term sheet for an exclusive negotiation agreement (ENA) and development agreement; and (c) review agreements drafted by legal counsel.

PROJECT IMPLEMENTATION

If deemed necessary, RSG would assist the City with the following services related to implementation of the proposed project:

- Requesting and reviewing project-based materials as related to the ENA and/or DA and documentation including market information and reports, sale comparables, pro forma schedules, entitlement requirements, site development, and/or similar information.

- Working with selected developer to ensure ongoing compliance with agreement terms and timing of deliverables, receipt of deposits, transaction timeframes and extensions, and schedule of performance.

- Structuring financing for public benefit uses and/or public infrastructure.

IMPLEMENTATION SCHEDULE

Activity	Timeline	Tent. Schedule
Conduct Initial Research & In-Person Kick Off Meeting	~30 days from execution of Agreement	August 14, 2024
Conduct 12 Stakeholder Interviews	~45 days from kick-off meeting	August - September 2024
Propose 2 Development Concepts (Incl. Financing Recommendations, Development Feasibility, & Tax Increment Projections)	~90 days from final stakeholder interview	October - December 2024
In - Person Presentation of Opportunities to Stakeholders (2) and City Council (1)	~60 days of City staff approval of final development concept analysis	January - February 2025
Conduct Tax Increment Analysis (If Applicable)	~60 days from receiving City Council feedback	March – April 2025
Project Marketing/Solicitation of Interest	~90 days from receiving City Council feedback	March – May 2025
Draft Term Sheets for Selected Project	Dependent upon City Council	TBD
Selected Project Implementation & Coordination	Dependent upon timing of project selection	TBD

PROJECT BUDGET

RSG proposes to charge for these services on a time and materials basis for a not-to-exceed fee of $129,930 for The Chateau site only and $173,775 for The Chateau and Sunray Hotel site completed simultaneously, as detailed below.

Option 1: The Chateau Site

Task	Principal $295	Director $275	Senior Associate $225	Sr. Analyst $160	Total
Kickoff Meeting and Initial Research	10	10	20	10	$ 11,800
Stakeholder Engagement (12 Virtual Meetings)	5	5	25	25	$ 12,475
Market Analysis and Development Concepts	12	30	35	60	$ 29,265
Presentation of Opportunities (3 In-Person Meetings)	30	15	40	0	$ 21,975
Tax Increment Analysis (If Needed)	10	0	5	15	$ 6,475
Project Marketing Plan and RFQ/P	2	15	5	30	$ 10,640
Draft Term Sheets (2)	10	35	30	20	$ 22,525
Project Implementation & Coordination	20	20	15	0	$ 14,775
Total	**99**	**130**	**175**	**160**	**$ 129,930**

Option 2: The Chateau & Sunray Site (Simultaneously)

Task	Principal $295	Director $275	Senior Associate $225	Sr. Analyst $160	Total
Kickoff Meeting and Initial Research	10	10	20	15	$ 12,600
Stakeholder Engagement (12 Virtual Meetings)	5	5	25	25	$ 12,475
Market Analysis and Development Concepts	15	40	45	70	$ 36,750
Presentation of Opportunities (3 In-Person Meetings)	30	15	40	0	$ 21,975
Tax Increment Analysis (If Needed)	10	0	5	15	$ 6,475
Project Marketing Plan and RFQ/P	2	20	5	40	$ 13,615
Draft Term Sheets (2)	18	55	60	40	$ 40,335
Project Implementation & Coordination	40	40	30	0	$ 29,550
Total	**130**	**185**	**230**	**205**	**$ 173,775**

Our Billing Rates are as follows:

Principal	$295
Director	$275
Senior Associate	$225
Associate	$195
Senior Analyst	$160
Analyst	$145
Research Assistant	$135
Technician	$100
Clerical	$60

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material more than five (5) copies.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

DESCRIPTION OF RECENT PROJECTS/REFERENCES

REAL ESTATE STRATEGIES AND TRANSACTION SERVICES – LOS ANGELES COUNTY

RSG was engaged by the Los Angeles County Development Authority (LACDA, formerly known as the Community Development Commission of the County of Los Angeles) on multiple projects. Tasks include:

- Chinatown Lot 45 Site – RSG was retained by the County of Los Angeles to determine potential scale and scope of redevelopment for the historic Chinatown Lot 45 site. RSG evaluated site characteristics and market conditions to inform the highest and best use of the property. RSG provided the County with programming options with consideration of market data and community and County goals, analyzed development feasibility, and provided disposition recommendations that comply with the Surplus Land Act.

- West LA Civic Center/Courthouse Site – RSG evaluated development proposals for the acquisition and development on behalf of the City and County of Los Angeles for the mixed-use, mixed-income redevelopment of the West Los Angeles Courthouse and Civic Center. This includes developing recommendations on a ground lease structure between the owners and developer that entail a combination of initial capitalized ground lease payments and participation rent.

- Willowbrook – RSG was retained by Los Angeles County to assist the Compton Unified School District (School District) and the County evaluate potential public-private partnership options for redevelopment of a closed elementary school campus near MLK Medical Center and Charles Drew University. After a developer was selected, RSG analyzed the ground lease structure proposed by the developer, as well as the financial feasibility of the proposed project. RSG's analysis included estimating the developer's internal rate of return (IRR) and the net present value of the projected cash flow to the County and School District from the upfront rent payments and the annual participation rents through 10 years of project stabilization.

- West Altadena – RSG discussed programming and feasibility options for each of the Community Development Commission's properties in terms of future development/use and financial feasibility by way of short term (sales price) and long term (fiscal, economic, and community benefits) goals. RSG is marketing (ongoing) the site to targeted and qualified buyers with a strategic marketing plan that is encompassed in the form of an Offering Memorandum. RSG will negotiate terms and condition of sale (and development), including assisting in the drafting of an Escrow and Closing management to ensure agreed upon dates are met by the buyer and seller for a flawless transaction.

- Assistance with RFSQ – RSG completed a Request for Statement of Qualifications for the LACDA to seek a master developer for County-owned properties along Lincoln Boulevard. Next steps in this effort include engaging stakeholders to gain input on community goals that may be shared with short-listed developers who would be invited to participate in an RFP to be released later this year.

The services provided to the County of Los Angeles have given RSG experience in preparing market studies for multiple real estate projects, including mixed-use projects with an affordable housing component. We evaluated market conditions to help the County determine various types of development that would best suit the needs of the community.

Contact: Doug Cohen, Program Manager, Economic Development Services Unit
213.677.9437 / DCohen@opportunity.lacounty.gov
700 W. Main Street, Alhambra, CA 91801

THE DISTRICT AT JURUPA VALLEY COMMUNITY BENEFITS ANALYSIS – JURUPA VALLEY

The City of Jurupa Valley retained RSG to provide technical analysis and advisory services during negotiation in support of the development of a Development Agreement for the proposed The District at Jurupa Valley Specific Plan. RSG's technical analysis indicated that the proposed project would result in a feasibility surplus, which was the basis for the value of a community benefits package that included contributions to the City's proposed facilities, maintenance, and public safety Community Facilities Districts, arts and culture community resources fund, the Rubidoux Downtown Master Plan, Commercial Rehabilitation Program, and a new community room. In August 2023, the Planning Commission recommended to City Council approval of the Development Agreement.

Contact: Joe Perez, Community Development Director
951.332.6464 / jperez@jurupavalley.org
8930 Limonite Avenue, Jurupa Valley, CA 92509

HOUSING, REAL ESTATE, & ECONOMIC DEVELOPMENT CONSULTING SERVICES – SOUTH GATE HOUSING AUTHORITY

RSG has worked with the City of South Gate Housing Authority since 2014. Since this time, we have assisted the City on a number of engagements including:

- 9001-15 Long Beach Boulevard – RSG provided project feasibility and financial advisory services to the Housing Authority for the redevelopment of this property with Habitat for Humanity. Because of the unique nature of the ownership, RSG facilitated the creation of an ENA with Habitat that provides a framework for a combination of a mixed ownership and rental project to be operated by Habitat that fulfills a wide range of affordability, including the typically difficult to produce extremely low rental market.

- 9019 Long Beach Boulevard – RSG provided site acquisition and relocation services to the Housing Authority, who assembled this property for a second phase for the project at 9001-15 Long Beach Boulevard. As part of this, RSG evaluated marked conditions, available financing, and corresponding restrictions for the larger project. RSG's role included coordinating due diligence, including solicitation of environmental consultants, review of Phase II inspection reports, and advisory services to the client regarding their findings. RSG also participated in negotiations with the seller due to elevated lead contamination discovered on the site and facilitated the close of escrow in March 2020.

- Property Marketing – We worked closely with staff to identify and prioritize criteria for disposition, listed the property, provided print and digital promotions, maintained

records and provided the client with regular reports, offer summaries, presentations and negotiation points. RSG also drafted purchase and sale agreements, brochures, and signage, as well as online marketing via CoStar, Loopnet, and RSG's website.

- Surplus Land Disposition – RSG has handled the evaluation of four properties in consultation with legal counsel and city staff, which led to each property designated surplus, the issuance of a notice of availability prepared and managed by RSG, receipt and review of notices of interest from over a dozen different interested parties, screening and ranking based on SLA guidelines, and finally negotiations. To date, RSG has assisted the City conclude negotiations with two affordable housing developers and is working on finalizing transaction documents with the City attorney. We also provide non-technical briefings to elected officials in closed session and in public meetings to explain the process and assist our clients navigate the process without HCD objections.

Contact: Meredith Elguira, Community Development Director
323.563.9566 / melguira@sogate.org
8650 California Avenue, South Gate, CA 90280

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Amending the Adopted 2023-2024 Budget and appropriating $29,930 from General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services

BACKGROUND

A. City General Plan Policy ED 1.17 states that the City shall prioritize assistance with completion of Redevelopment Project 3 and the public amenities and environmental improvements associated with it.

B. On April 23, 2023 the City Council directed staff to pursue solicitation of economic development and real estate consultant services to facilitate the full development of the Chateau site and passed resolution 2024-050 allocating an initial $100,000.

C. Staff issued a Request for Proposals and has selected RSG, Inc. to provide the services described in their proposal, dated July 2024. The proposed not to exceed amount in the Professional Services Agreement is $129,930.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Resolves that the above recitals are true and a substantive part of this resolution.

2. Appropriates $29,930 from available General Fund Undesignated Excess Reserves to account number 100-01310-42020.

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:
Yes:
No:
Absent:
Abstain:

_____
Cody Bass, Mayor Date:

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 13th day of August 2024 by and between the City of South Lake Tahoe, a municipal corporation ("City") and RSG, Inc.("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the Exhibit A, "Scope of Services," attached hereto and incorporated herein by reference. Exhibit B, "Compensation Schedule," attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 18 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $129,930.00 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or

caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall

provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of

no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:
Jim Simon, Principal
170 Eucalyptus Ave, Suite 200
Vista, CA 92084

Provide a copy to:
Crystal Mattingly
170 Eucalyptus Ave, Suite 200
Vista, CA 92084

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement

without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The person's or organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance program; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and
ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in Exhibit C. Further, Consultant shall require that the language of the certification in Exhibit C be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____
Cody Bass, Mayor

Date _____

CONSULTANT:

By _____
Jim Simon, Principal

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

RSG has prepared the following scope of work and services as described below for the City to consider based on specifications noted in the Scope of Services[1].

KICK-OFF MEETING AND INITIAL RESEARCH

RSG would participate in a kick-off meeting in-person and driving tour with the City project team to review project history, goals, and expectations, as well as present and receive feedback on preliminary assessment of project opportunities.

RSG would review available planning documents if provided timely by the City as well as third party market reports prior to the meeting to understand market activity within the project area and ensure a productive project kick-off. RSG would utilize the market data and information from the City to recommend stakeholders to be interviewed and tailor the project development vision and scope.

STAKEHOLDER ENGAGEMENT

Working closely with the City, RSG would conduct 12 (virtual) stakeholder interview sessions with the following objectives:

1) Understand priorities, goals, and overall visions for the area.
2) Understanding of community benefits and infrastructure improvements to consider as part of the project.
3) Understand local economic and market conditions relevant to the project.
4) Determine stakeholder interest in forming a financing district to support investment.
5) Identify targeted public and private investment opportunities in the project area.

[1] We generally utilized the contents of the RFP but did reorganize and elaborate on portions of the scope sought to provide the City more specifics where we felt that would be helpful for the City's evaluation.

MARKET ANALYSIS AND DEVELOPMENT CONCEPTS

With consideration of stakeholder feedback, zoning, site parameters, and any other design guidelines, RSG would conduct a market analysis to inform the recommendation of two alternative development concepts for the site. RSG would recommend potential financing tools for the City to consider – including but not limited to - local, state, and Federal funding program opportunities, development impact fees, and special district and tax increment financing tools to fund needed infrastructure and cover municipal service cost for each alternative[2].

For each scenario, RSG would also prepare preliminary tax increment analysis reflecting proposed future development, potential public and private sector partners, and estimated costs for project and infrastructure construction.

PRESENTATION OF OPPORTUNITIES

RSG would conduct two in-person presentations to stakeholders on the development concepts and potential funding mechanisms, including potential financing districts. Stakeholders would also have the option to participate in the meeting virtually.

RSG would also conduct one in-person presentation to the City Council for feedback and direction.

TAX INCREMENT ANALYSIS (IF NEEDED)

If the identified project and financing approach includes the use of tax increment financing, RSG would identify projected real property value appreciation, appropriate tax entity proportional shares, projected district revenues, and bonding capacity generated by the tax increment.

PROJECT MARKETING/SOLICITATION OF INTEREST

RSG would prepare a marketing plan for disposition of the entire site and/or portions of the site, as appropriate. If deemed necessary, RSG would prepare a request for qualifications/ proposals (RFQ/P) to seek out qualified developers for

[2] Some examples of the tax increment financing tools include Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA), Climate Resilience Districts, and Community Finance Districts.

the project site, evaluate development proposals, and make recommendations to the City.

RSG's cost estimate assumes RSG would (a) assist with negotiations; (b) draft a term sheet for an exclusive negotiation agreement (ENA) and development agreement; and (c) review agreements drafted by legal counsel.

PROJECT IMPLEMENTATION

If deemed necessary, RSG would assist the City with the following services related to implementation of the proposed project:

- Requesting and reviewing project-based materials as related to the ENA and/or DA and documentation including market information and reports, sale comparables, pro forma schedules, entitlement requirements, site development, and/or similar information.
- Working with selected developer to ensure ongoing compliance with agreement terms and timing of deliverables, receipt of deposits, transaction timeframes and extensions, and schedule of performance.
- Structuring financing for public benefit uses and/or public infrastructure.

IMPLEMENTATION SCHEDULE

Activity	Timeline	Tent. Schedule
Conduct Initial Research & In-Person Kick Off Meeting	~30 days from execution of Agreement	August 14, 2024
Conduct 12 Stakeholder Interviews	~45 days from kick-off meeting	August - September 2024
Propose 2 Development Concepts (Incl. Financing Recommendations, Development Feasibility, & Tax Increment Projections)	~90 days from final stakeholder interview	October - December 2024
In - Person Presentation of Opportunities to Stakeholders (2) and City Council (1)	~60 days of City staff approval of final development concept analysis	January - February 2025
Conduct Tax Increment Analysis (If Applicable)	~60 days from receiving City Council feedback	March – April 2025

Project Marketing/Solicitation of Interest	~90 days from receiving City Council feedback	March – May 2025
Draft Term Sheets for Selected Project	Dependent upon City Council	TBD
Selected Project Implementation & Coordination	Dependent upon timing of project selection	TBD

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) $129,930.00

Hourly Rates:

Principal	$295
Director	$275
Senior Associate	$225
Associate	$195
Senior Analyst	$160
Analyst	$145
Research Assistant	$135
Technician	$100
Clerical	$60
	$/hour

Travel and out-of-pocket expenses None

(travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed) $129,930.00

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

1. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Jim Simon, Principal

By:_____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:21

Agenda Item: National Community Survey Results

Executive Summary: In an effort to better understand the communityâ€™s opinions and priorities related to South Lake Tahoeâ€™s quality of life, the City has teamed up with the National Research Center at Polco conduct the National Community Survey (NCS) in our community. The NCS is a comprehensive survey that allows municipalities to assess resident opinion and is an important benchmarking tool that allows for comparison among communities. The NCS provides a statistically valid survey of resident opinions about the community and services provided. The NCS results give a comprehensive look at the Cityâ€™s strengths, areas of improvement, and residentsâ€™ priorities. Results will be presented to provide the City Council will community feedback to consider when making decisions and setting priorities.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

02-The NCS Report - South Lake Tahoe
03-The NCS Presentation South Lake Tahoe
01-Staff Report - NCS Survey Resulty

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: National Community Survey Results

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: In an effort to better understand the community's opinions and priorities related to South Lake Tahoe's quality of life, the City has teamed up with the National Research Center at Polco to engage residents and ensure community priorities are representative and impactful. Polco is a government technology firm that specializes in community engagement, survey research, data collection, analysis, reporting, and performance management.

The National Community Survey (NCS) is a comprehensive survey that allows municipalities to assess resident opinion and is an important benchmarking tool that allows for comparison among communities. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States. The NCS provides a statistically valid survey of resident opinions about the community and services provided. The NCS results give a comprehensive look at the City's strengths, areas of improvement, and residents' priorities. Over 500 communities participate in the NCS, allowing the City of South Lake Tahoe to compare ratings to municipalities nationwide.

Issue and Discussion: The NCS was available for residents to take between February 28th and April 16th, 2024. Initially, 3,000 randomly selected households received mailings containing a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link and QR code to give residents the opportunity to respond to the survey online instead of on paper. The survey was available in English and Spanish. All mailings contained information in both languages instructing participants on how to complete the survey in their preferred language. Of the households that received the invitations to participate, 323 completed the survey, providing an overall response rate of 13%. Households with local post office boxes were included in the sample, resulting in some residents outside the City limits receiving and taking the survey (14%).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized on March 26, 2024. The open-participation survey was identical to the random sample survey, with two small additions; it asked a question to confirm the respondent was a resident of South Lake Tahoe and also a question about where they heard about the survey. The open-participation survey was open to all residents and there were 320 participants.

The margin of error around any reported percentage is 5% and survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of South Lake Tahoe.

The NCS focuses on the livability of South Lake Tahoe by categorizing survey questions into the ten main "facets" of community livability shown below, which have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The complete results report is included as Attachment 02. In addition, the results with additional data and viewing capabilities is available in Tableau at: https://public.tableau.com/app/profile/polco.nrc/viz/TheNCSReport-SouthLakeTahoeCA2024/About
The Tableau report also provides responses by respondent characteristics such as age, race, housing tenure, area of residence, and income.

Key findings from the results are listed below.

Highest-performing areas:

- South Lake Tahoe's natural environment received overwhelmingly positive reviews, several of which surpassed both national and custom benchmark comparisons.
- Residents highly valued the community's recreation and fitness opportunities.
- Nearly all aspects of the quality of safety in South Lake Tahoe scored on par with national and custom benchmark averages.
- Respondents gave favorable evaluations to the City's public information services and overall customer service by South Lake Tahoe employees, both of which were on par with the national and custom benchmarks.

Lowest-performing areas:

- South Lake Tahoe's economy was identified as a community priority, with many ratings falling below both the national and custom benchmark comparisons.
- Affordability emerged as an area of concern for the city, earning below-average scores for:
    - Availability of affordable quality food (32%)
    - Availability of affordable quality childcare/preschool (25%)

    - Cost of living in South Lake Tahoe (8%)
    - Availability of affordable quality housing (3%)
- Residents suggested a need for additional focus on community design in South Lake Tahoe, particularly regarding issues of development, growth, and housing.
- The majority of survey items concerning traffic and street services in South Lake Tahoe fell below national and custom benchmark averages.

Other notable results:

- A majority, roughly 7 in 10 residents, indicated that they felt included in South Lake Tahoe and that there are service opportunities to contribute to the community, while a slightly lower proportion (58%) felt that their input is considered in City decision-making.
- Residents that self-identified as experiencing a disability noted that the lack of accessible bathrooms was a barrier to accessing parks or other city facilities.
- South Lake Tahoe residents identified affordable housing and disaster preparedness and resiliency as key priorities for the community to focus on.

In general, results to the open participation survey aligned with the results of the probability sample survey and supported the key findings discussed above but with slightly less favorable ratings across the quality of service questions.

More detailed conclusions can be drawn from the responses with a deeper analysis of the data, which staff can provide at the request of the City Council and/or as part of the background for specific recommendations made on future agenda items.

This information is being presented to provide the City Council will community feedback to consider when making decisions and setting priorities. The data will also be used to track progress in improving community conditions and sentiment towards public services through implementation of the Strategic Plan. Best practice is to conduct the NCS every two years to track trends across the quality of life categories.

Financial Implications: There are no further costs associated with this survey.

Environmental Considerations: Receipt of this presentation is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: Strategic Plan Priority 3, Community For All, includes the goal to “give a voice to all community members to ensure the diversity of the community is represented in City decision-making.” The National Community Survey is one tool that the City has implemented to increase the opportunity for community members to have a voice in City decision-making.

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

South Lake Tahoe, CA

The National Community Survey

Report of Results
2024

Report by:

National Research Center

POWERED BY POLCO

Polco

Visit us online!
www.polco.us

Charter Members AAPOR Transparency Initiative AMERICAN ASSOCIATION FOR PUBLIC OPINION RESEARCH

National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of South Lake Tahoe. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS focuses on the livability of South Lake Tahoe by categorizing survey questions into the ten main "facets" of community livability shown below, which have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 323 residents of the City of South Lake Tahoe collected from February 28th, 2024 to April 16th, 2024. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2024 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in South Lake Tahoe.





How the results are reported

For the most part, the percentages presented in this report represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer "don't know." The proportion of respondents giving a "don't know" response is shown in the full set of responses included in the "complete data" section; however, these responses have been removed from the analyses presented in the main body of the report. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, South Lake Tahoe's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by South Lake Tahoe residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that South Lake Tahoe's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then South Lake Tahoe's average rating was more than 20 points different when compared to the benchmark.

Methods

Selecting survey recipients

All households within the City of South Lake Tahoe were eligible to participate in the survey. A list of all households and PO boxes within the zip codes serving South Lake Tahoe was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of South Lake Tahoe households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of South Lake Tahoe boundaries were removed from the list of potential households to survey. Each address identified as being within City boundaries was further identified as being within one of the three areas.

An individual within each household was randomly selected using the birthday method. The birthday method selects a person within the household by asking the "person who most recently had a birthday" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on February 28th, 2024 and data collection for the survey remained open for about seven weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 18% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,473 households that received the invitations to participate, 323 completed the survey, providing an overall response rate of 13%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.[1]

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the City of South Lake Tahoe survey is no greater than plus or minus 5.5 percentage points around any given percent reported for all respondents (323 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of South Lake Tahoe. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of South Lake Tahoe and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on March 26, 2024. The survey remained open for three weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open-participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the City of South Lake Tahoe. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[2] The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

..

		Unweighted	Weighted	Target[4]
Age	18-34	**6%**	**28%**	**32%**
	35-54	**28%**	**33%**	**31%**
	55+	**66%**	**40%**	**37%**
Area	East	**32%**	**33%**	**32%**
	NW	**43%**	**35%**	**35%**
	SW	**25%**	**32%**	**32%**
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	**91%**	**74%**	**74%**
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	**9%**	**26%**	**26%**
Housing tenure	Own	**76%**	**44%**	**44%**
	Rent	**24%**	**56%**	**56%**
Housing type	Attached	**20%**	**43%**	**43%**
	Detached	**80%**	**57%**	**57%**
Race & Hispanic ori..	Not white alone	**16%**	**38%**	**38%**
	White alone, not Hispanic or Latino	**84%**	**62%**	**62%**
Sex	Man	**53%**	**50%**	**51%**
	Woman	**47%**	**50%**	**49%**
Sex/age	Man 18-34	**3%**	**13%**	**16%**
	Man 35-54	**13%**	**18%**	**17%**
	Man 55+	**38%**	**20%**	**19%**
	Woman 18-34	**3%**	**16%**	**16%**
	Woman 35-54	**15%**	**15%**	**14%**
	Woman 55+	**28%**	**20%**	**18%**

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the "percent positive." The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating "yes" or participating in an activity at least once a month.

On many of the questions in the survey, respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the "complete data" section. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of South Lake Tahoe funded this research. Please contact Hilary Roverud of the City of South Lake Tahoe at hroverud@cityofslt.us if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias and social desirability bias. Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences that survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a coverage error, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (recall bias and social desirability bias).

Survey Validity

See the Polco Knowledge Base article on survey validity at https://info.polco.us/knowledge/statistical-vali

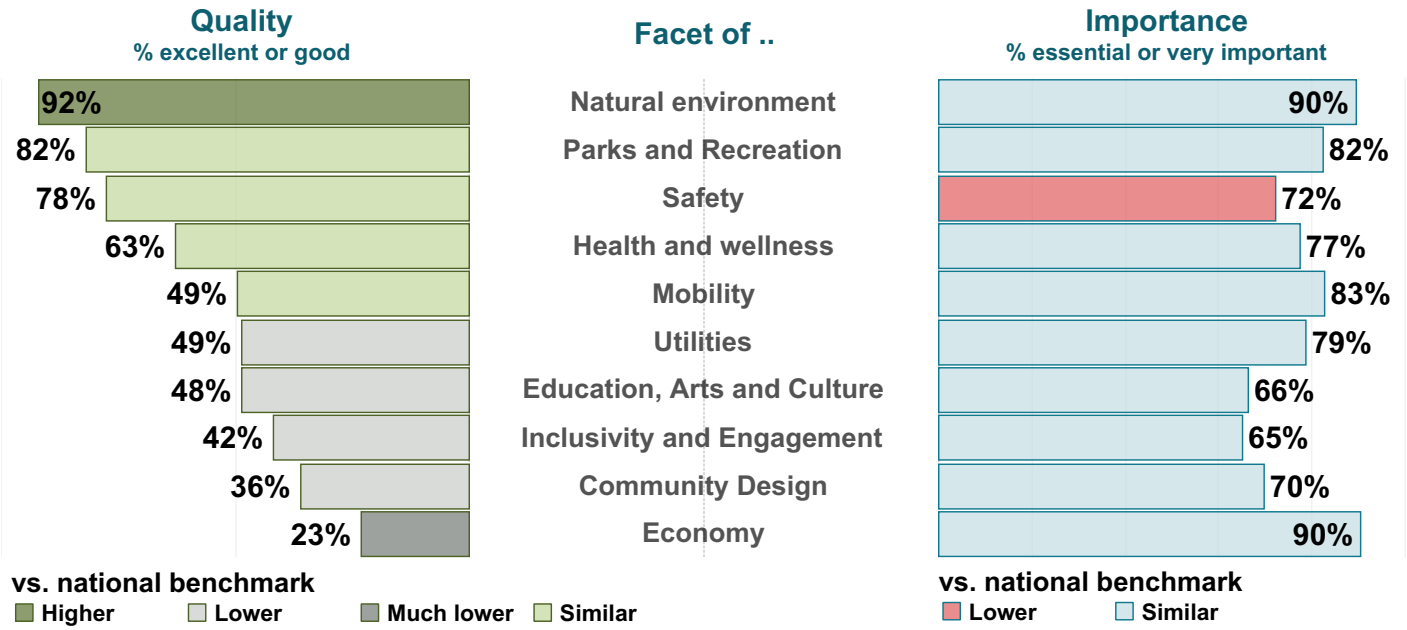
1. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
3. Targets come from the 2020 Census and 2022 American Community Survey

Facets of Livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

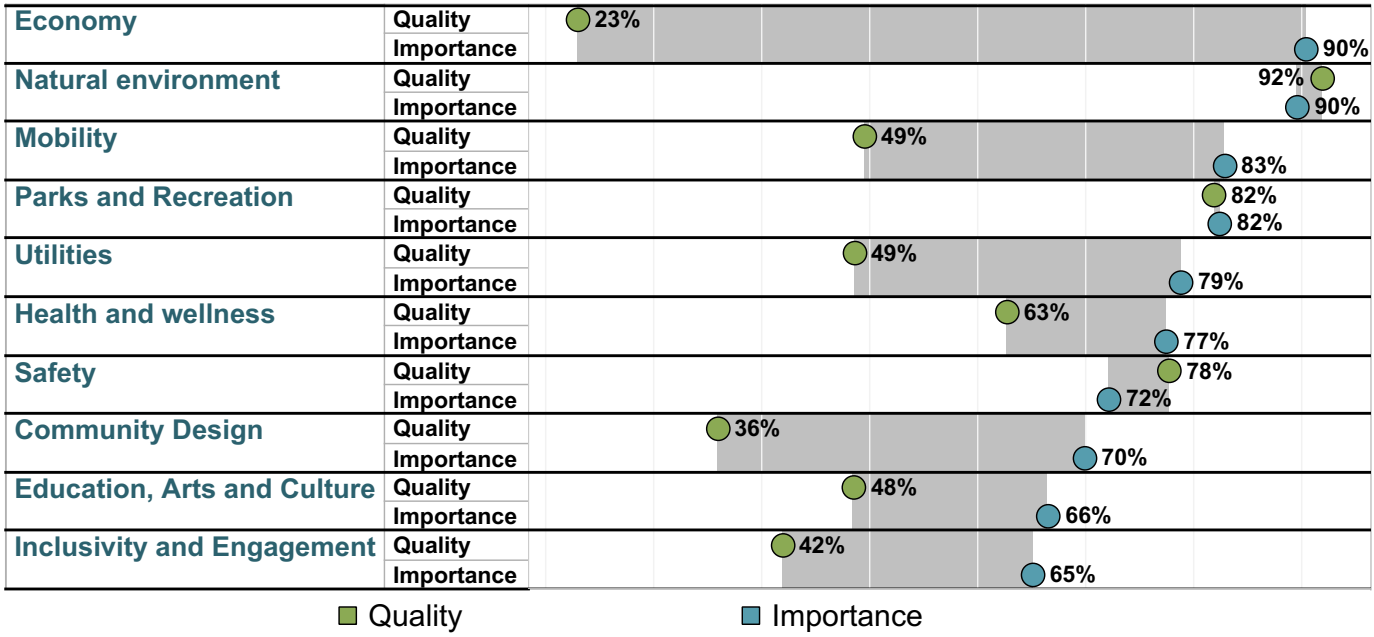
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



Key Findings

Highest-performing areas:

· South Lake Tahoe's natural environment received overwhelmingly positive reviews, several of which surpassed both national and custom benchmark comparisons.

· Residents highly valued the community's recreation and fitness opportunities.

· Nearly all aspects of the quality of safety in South Lake Tahoe scored on par with national and custom benchmark averages.

· Respondents gave favorable evaluations to the City's public information services and overall customer service by South Lake Tahoe employees, both of which were on par with the national and custom benchmarks.

Lowest-performing areas:

· South Lake Tahoe's economy was identified as a community priority, with many ratings falling below both the national and custom benchmark comparisons.

· Affordability emerged as an area of concern for the city, earning below-average scores for:

  - Availability of affordable quality food (32%)
  - Availability of affordable quality childcare/preschool (25%)
  - Cost of living in South Lake Tahoe (8%)
  - Availability of affordable quality housing (3%)

· Residents suggested a need for additional focus on community design in South Lake Tahoe, particularly regarding issues of development, growth, and housing.

· The majority of survey items concerning traffic and street services in South Lake Tahoe fell below national and custom benchmark averages.

Other notable results:

· A majority, roughly 7 in 10 residents, indicated that they felt included in South Lake Tahoe and that there are service opportunities to contribute to the community, while a slightly lower proportion (58%) felt that their input is considered in City decision-making.

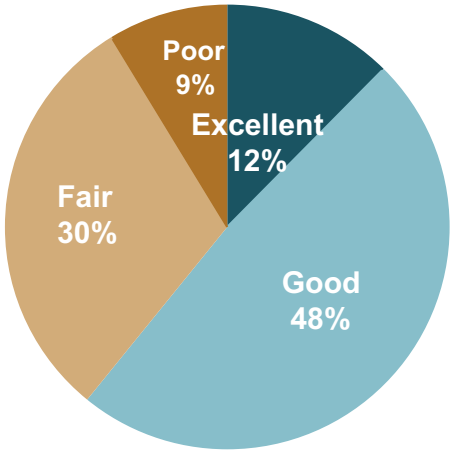
· Residents that self-identified as experiencing a disability noted that the lack of accessible bathrooms was a barrier to accessing parks or other city facilities.

· South Lake Tahoe residents identified affordable housing and disaster preparedness and resiliency as key priorities for the community to focus on.

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in South Lake Tahoe, 2024



Please rate each of the following aspects of quality of life in South Lake Tahoe. (% excellent or good)		vs. benchmark[7]
South Lake Tahoe as a place to live	78%	Similar
The overall quality of life in South Lake Tahoe	61%	Lower

Please indicate how likely or unlikely you are to do each of the following. (% very or somewhat likely)		
Remain in South Lake Tahoe for the next five years	85%	Similar
Recommend living in South Lake Tahoe to someone who asks	60%	Much lower

Please rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Overall image or reputation of South Lake Tahoe	55%	Lower

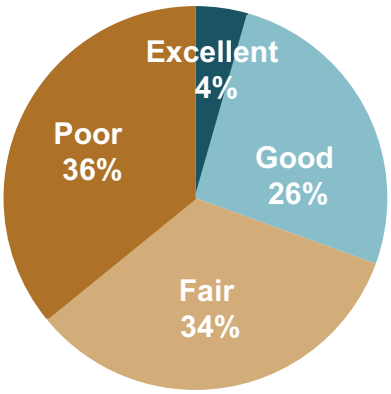
7. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in South Lake Tahoe government, 2024



Please rate the quality of each of the following services in South Lake Tahoe.
(% excellent or good)

		vs. benchmark[8]
Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.)	76%	Similar
Public information services	52%	Similar

Please rate the following categories of South Lake Tahoe government performance.
(% excellent or good)

Treating residents with respect	43%	Lower
Being open and transparent to the public	42%	Lower
The job South Lake Tahoe government does at welcoming resident involvement	38%	Lower
Being honest	35%	Lower
Treating all residents fairly	35%	Lower
Generally acting in the best interest of the community	32%	Lower
Informing residents about issues facing the community	32%	Lower
The value of services for the taxes paid to South Lake Tahoe	31%	Lower
Overall confidence in South Lake Tahoe government	31%	Lower
The overall direction that South Lake Tahoe is taking	24%	Much lower

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

The City of South Lake Tahoe	51%	Lower
The Federal Government	37%	Similar

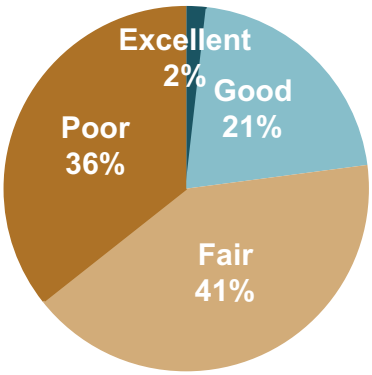
8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of South Lake Tahoe, 2024



Please rate each of the following aspects of quality of life in South Lake Tahoe. (% excellent or good)		vs. benchmark[9]
South Lake Tahoe as a place to visit	79%	Higher
South Lake Tahoe as a place to work	32%	Much lower
Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		
Overall economic health of South Lake Tahoe	23%	Much lower
Please rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Overall quality of business and service establishment..	45%	Lower
Vibrancy of downtown/commercial area	43%	Similar
Variety of business and service establishments in So..	31%	Lower
Employment opportunities	25%	Lower
Shopping opportunities	24%	Much lower
Cost of living in South Lake Tahoe	8%	Much lower
Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		
Economic development	25%	Lower
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be: (% very or somewhat positive)		
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	19%	Similar

9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in South Lake Tahoe, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.
(% excellent or good)

		vs. benchmark[10]
Overall quality of the transportation system (auto, bicycle, foot, bus) in South Lake Tahoe	49%	Similar

Please also rate each of the following in the South Lake Tahoe community.
(% excellent or good)

Ease of travel by bicycle in South Lake Tahoe	69%	Similar
Ease of walking in South Lake Tahoe	53%	Similar
Ease of travel by car in South Lake Tahoe	48%	Lower
Traffic flow on major streets	31%	Lower
Ease of travel by public transportation in South Lake Tahoe	30%	Similar
Ease of public parking	22%	Much lower

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

Walked or biked instead of driving	80%	Much higher
Carpooled with other adults or children instead of driving alone	65%	Higher
Used bus or other public transportation instead of driving	31%	Similar

Please rate the quality of each of the following services in South Lake Tahoe.
(% excellent or good)

Snow removal	53%	Lower
Traffic enforcement	42%	Lower
Street cleaning	42%	Lower
Bus or transit services	40%	Similar
Traffic signal timing	39%	Lower
Street lighting	38%	Lower
Sidewalk maintenance	37%	Lower
Street repair	8%	Much lower

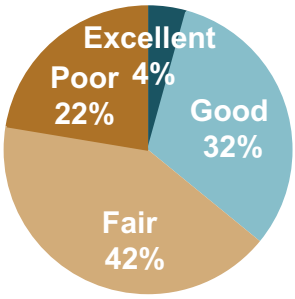
10. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of South Lake Tahoe's residential and commercial areas, 2024



Please rate each of the following aspects of quality of life in South Lake Tahoe. (% excellent or good)		vs. benchmark[11]
Your neighborhood as a place to live	72%	Similar
Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		
Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	36%	Lower
Please also rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Public places where people want to spend time	56%	Similar
Overall appearance of South Lake Tahoe	46%	Lower
Preservation of the historical or cultural character of the community	39%	Lower
Well-designed neighborhoods	29%	Lower
Overall quality of new development in South Lake Tahoe	25%	Lower
Well-planned residential growth	17%	Lower
Well-planned commercial growth	16%	Lower
Variety of housing options	11%	Much lower
Availability of affordable quality housing	3%	Much lower
Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		
Land use, planning, and zoning	26%	Lower
Code enforcement (weeds, abandoned buildings, parking, vacation re..	21%	Lower

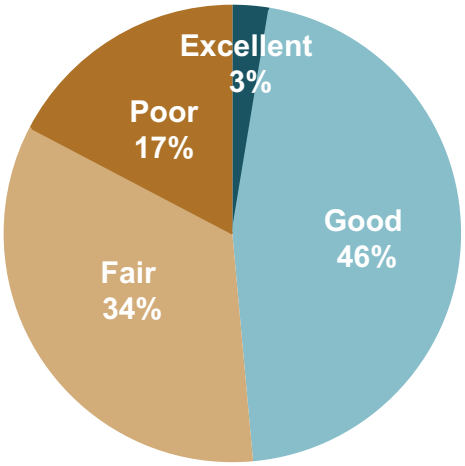
11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in South Lake Tahoe, 2024



Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		vs. benchmark[12]
Drinking water	94%	Much higher
Garbage collection	92%	Higher
Sewer services	92%	Similar
Storm water management (storm drainage, dams, levees, etc.)	69%	Similar
Power (electric and/or gas) utility	61%	Similar
Affordable high-speed internet access	35%	Lower
Utility billing	34%	Much lower

Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		
Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	49%	Lower

12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in South Lake Tahoe, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		vs. benchmark[13]
Overall feeling of safety in South Lake Tahoe	78%	Similar
Please rate how safe or unsafe you feel: (% very or somewhat safe)		
In your neighborhood during the day	95%	Similar
In South Lake Tahoe's downtown/commercial area during the day	88%	Similar
From violent crime	83%	Similar
From property crime	71%	Similar
From fire, flood, or other natural disaster	45%	Much lower
Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		
Fire services	91%	Similar
Ambulance or emergency medical services	82%	Similar
Fire prevention and education	82%	Similar
Crime prevention	70%	Similar
Police services	66%	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	62%	Similar

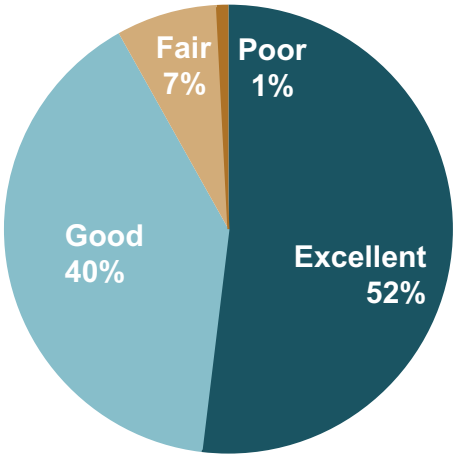
13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in South Lake Tahoe, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.
(% excellent or good)

		vs. benchmark[14]
Overall quality of natural environment in South Lake Tahoe	92%	Higher

Please also rate each of the following in the South Lake Tahoe community.
(% excellent or good)

Air quality	91%	Higher
Water resources (beaches, lakes, ponds, riverways, etc.)	80%	Higher
Cleanliness of South Lake Tahoe	53%	Lower

Please rate the quality of each of the following services in South Lake Tahoe.
(% excellent or good)

Yard waste pick-up	76%	Similar
South Lake Tahoe open space	74%	Similar
Preservation of natural areas (open space, farmlands, and greenbelts)	73%	Similar
Recycling	64%	Similar

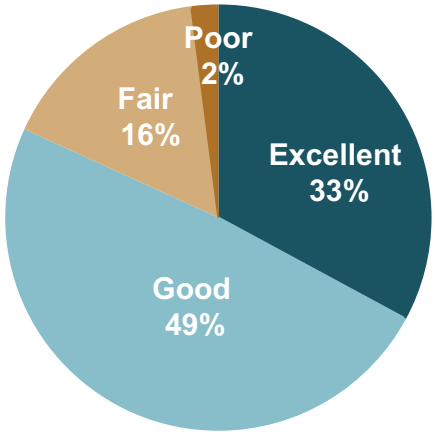
14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."
- National Recreation and Park Association

Overall quality of the parks and recreation opportunities, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.
(% excellent or good)

		vs. benchmark[15]
Overall quality of parks and recreation opportunities	82%	Similar

Please also rate each of the following in the South Lake Tahoe community.
(% excellent or good)

Recreational opportunities	89%	Higher
Fitness opportunities (including exercise classes and paths or trails, etc.)	83%	Higher
Availability of paths and walking trails	82%	Higher

Please rate the quality of each of the following services in South Lake Tahoe.
(% excellent or good)

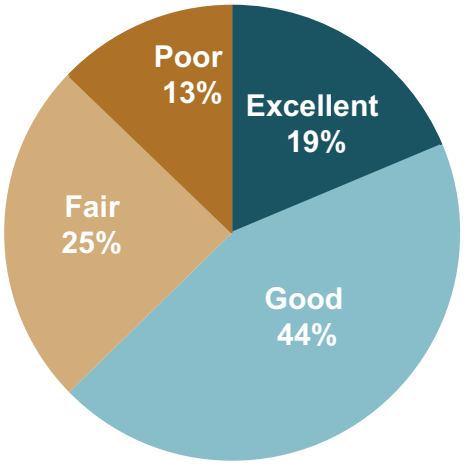
City parks	69%	Similar
Recreation programs or classes	62%	Similar
Recreation centers or facilities	55%	Similar

15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in South Lake Tahoe, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		vs. benchmark[16]
Overall health and wellness opportunities in South Lake Tahoe	63%	Similar

Please also rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Availability of preventive health services	35%	Lower
Availability of affordable quality food	32%	Lower
Availability of affordable quality health care	26%	Much lower
Availability of affordable quality mental health care	21%	Lower

Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		
Health services	52%	Lower

Please rate your overall health. (% excellent or very good)		
Please rate your overall health.	72%	Similar

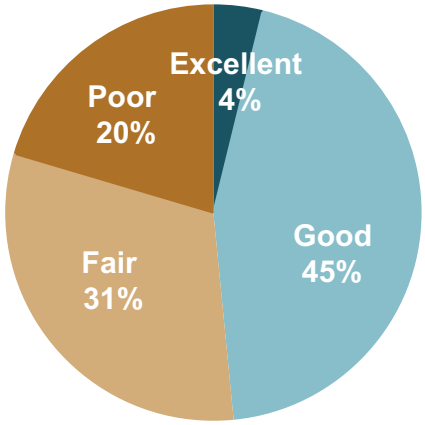
16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2024



Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		vs. benchmark[17]
Overall opportunities for education, culture, and the arts	48%	Lower

Please also rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Adult educational opportunities	58%	Similar
Opportunities to attend special events and festivals	57%	Similar
Opportunities to attend cultural/arts/music activities	51%	Similar
K-12 education	51%	Lower
Community support for the arts	50%	Similar
Availability of affordable quality childcare/preschool	24%	Lower

Please rate the quality of each of the following services in South Lake Tahoe. (% excellent or good)		
Public library services	82%	Similar

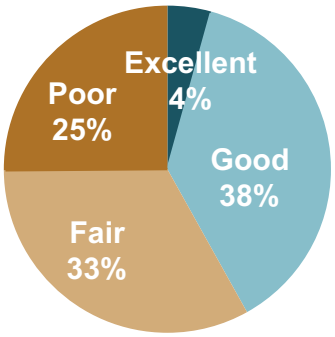
17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community, 2024



Please rate each of the following aspects of quality of life in South Lake Tahoe. (% excellent or good)		vs. benchmark[18]
South Lake Tahoe as a place to raise children	57%	Lower
Sense of community	48%	Similar
South Lake Tahoe as a place to retire	43%	Lower
Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. (% excellent or good)		
Residents' connection and engagement with their community	42%	Lower
Please rate the job you feel the South Lake Tahoe community does at each of the following. (% excellent or good)		
Making all residents feel welcome	52%	Lower
Valuing/respecting residents from diverse backgrounds	49%	Lower
Attracting people from diverse backgrounds	42%	Lower
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	34%	Lower
Please also rate each of the following in the South Lake Tahoe community. (% excellent or good)		
Opportunities to volunteer	63%	Similar
Neighborliness of residents in South Lake Tahoe	60%	Similar
Opportunities to participate in community matters	55%	Similar
Opportunities to participate in social events and activities	55%	Similar
Sense of civic/community pride	47%	Lower
Openness and acceptance of the community toward people of diverse backgrounds	46%	Similar

18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' Participation Levels

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

		vs. benchmark[19]
Voted in your most recent local election	73%	Similar
Volunteered your time to some group/activity in South Lake Tahoe	44%	Higher
Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information	41%	Similar
Watched (online or on television) a local public meeting	38%	Higher
Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, adv..	25%	Similar
Campaigned or advocated for a local issue, cause, or candidate	20%	Similar
Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion	16%	Similar

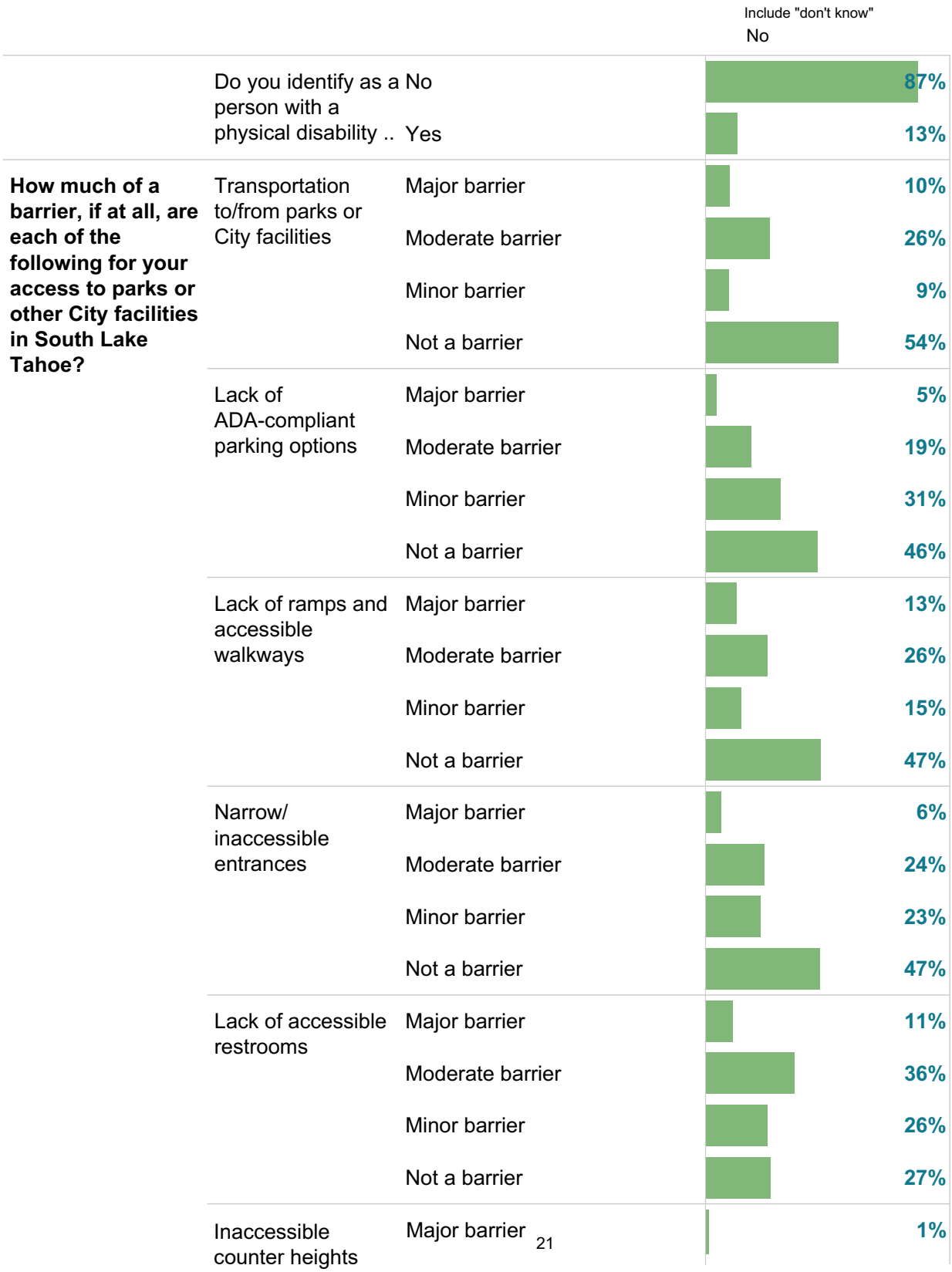
In general, how many times do you:
(% a few times a week or more)

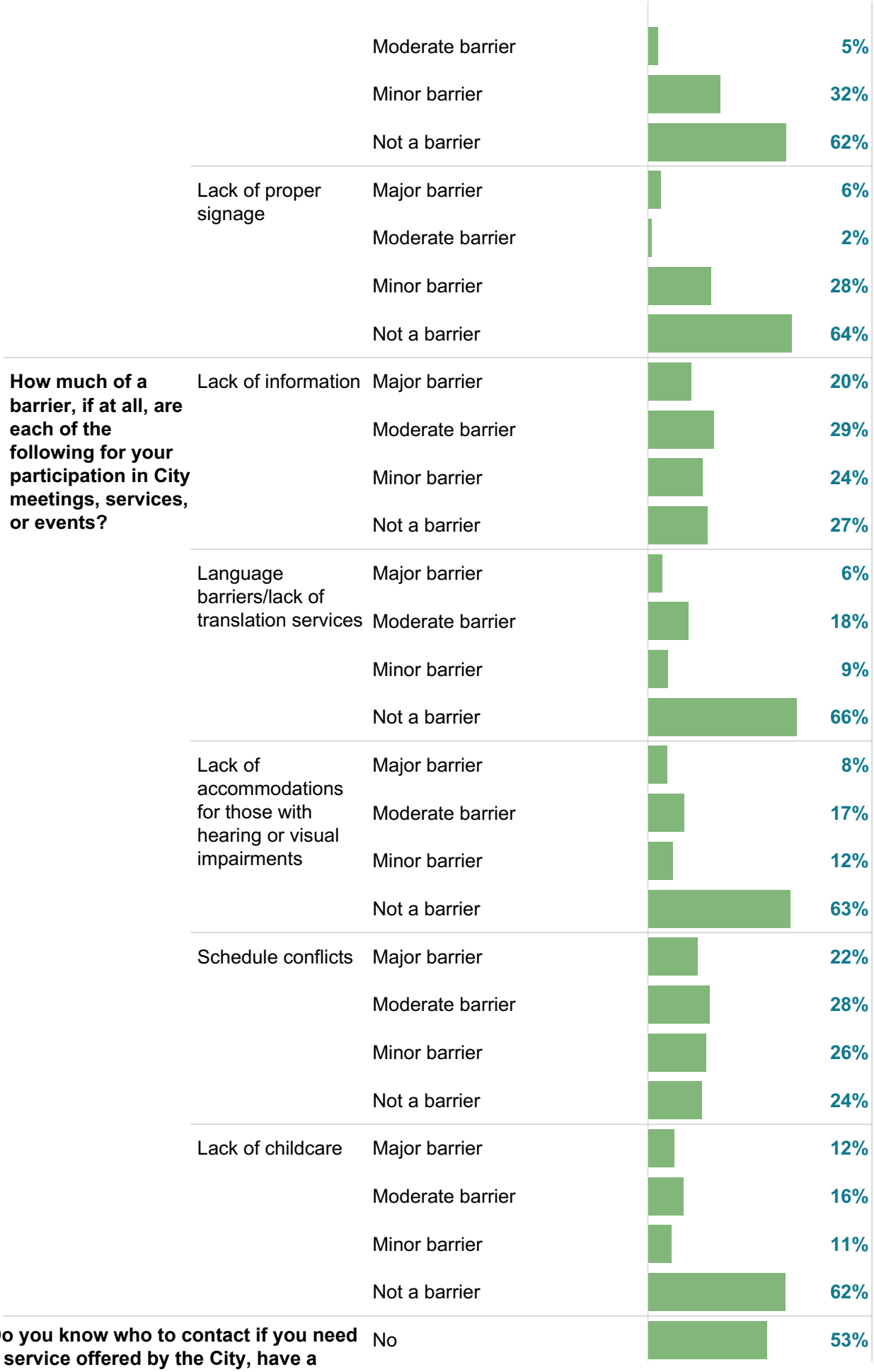
Access the internet from your cell phone	95%	Similar
Use or check email	91%	Similar
Access the internet from your home using a computer, laptop, or tablet computer	89%	Similar
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	75%	Similar
Shop online	45%	Lower
Share your opinions online	25%	Similar

19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.




Moderate barrier 5%
Minor barrier 32%
Not a barrier 62%
Lack of proper signage
Major barrier 6%
Moderate barrier 2%
Minor barrier 28%
Not a barrier 64%
How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?
Lack of information
Major barrier 20%
Moderate barrier 29%
Minor barrier 24%
Not a barrier 27%
Language barriers/lack of translation services
Major barrier 6%
Moderate barrier 18%
Minor barrier 9%
Not a barrier 66%
Lack of accommodations for those with hearing or visual impairments
Major barrier 8%
Moderate barrier 17%
Minor barrier 12%
Not a barrier 63%
Schedule conflicts
Major barrier 22%
Moderate barrier 28%
Minor barrier 26%
Not a barrier 24%
Lack of childcare
Major barrier 12%
Moderate barrier 16%
Minor barrier 11%
Not a barrier 62%
Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, service, or event?
No 53%

794

		Yes	47%
Please indicate to what extent you agree or disagree with the following statements:	I feel included in the South Lake Tahoe community	Somewhat agree	56%
		Somewhat disagree	13%
		Strongly agree	18%
		Strongly disagree	14%
	There are many service opportunities for me to contribute to the community	Somewhat agree	51%
		Somewhat disagree	18%
		Strongly agree	22%
		Strongly disagree	9%
	My input, when provided, is considered in City decision-making	Somewhat agree	36%
		Somewhat disagree	22%
		Strongly agree	6%
		Strongly disagree	36%
Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Affordable housing	Essential	66%
		Somewhat important	10%
		Not at all important	5%
		Very important	19%
	Efforts to reduce homelessness	Essential	40%
		Somewhat important	22%
		Not at all important	5%
		Very important	32%
	Actions to reduce climate change/achieving carbon neutrality goals	Essential	43%
		Somewhat important	18%
		Not at all important	13%
		Very important	26%
	Equitable accessibility and inclusion in the community	Essential	27%
		Somewhat important	19%
		Not at all important	12%

	Very important	42%
Disaster preparedness and resiliency	Essential	46%
	Somewhat important	10%
	Not at all important	0%
	Very important	44%
Improving/ maintaining the quality of City facilities	Essential	26%
	Somewhat important	19%
	Not at all important	4%
	Very important	51%
High-speed internet improvements	Essential	27%
	Somewhat important	23%
	Not at all important	16%
	Very important	34%
Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)	City website (cityofslt.us)	56%
	Local newspapers or print media	55%
	Online media publications	47%
	Facebook	39%
	Text notifications	26%
	Direct mailings from the City	24%
	Instagram	24%
	Utility bill inserts	23%
	Nextdoor	17%
	Direct emails from the City	15%
	Visiting City offices	11%
	City e-newsletter	11%
	Other	11%
	Twitter/X	8%

National Benchmark Tables

This table contains the comparisons of South Lake Tahoe's results to those from other communities. The first column shows the comparison of South Lake Tahoe's rating to the benchmark. South Lake Tahoe's results are noted as being “higher”, “lower” or “similar” to the benchmark, meaning that the average rating given by South Lake Tahoe residents is statistically similar to or different than the benchmark. The second column is South Lake Tahoe's “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to South Lake Tahoe's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for South Lake Tahoe's result -- that is what percent of surveyed communities had a lower rating than South Lake Tahoe.

				% positive	Rank	Number of communities	Percentile
Quality of Life	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to live	Similar	78%	281	386	24%
		The overall quality of life in South Lake Tahoe	Lower	61%	344	408	13%
	Please indicate how likely or unlikely you are to do each of the following.	Recommend living in South Lake Tahoe to someone who asks	Much lower	60%	319	334	3%
		Remain in South Lake Tahoe for the next five years	Similar	85%	133	338	60%
	Please rate each of the following in the South Lake Tahoe community.	Overall image or reputation of South Lake Tahoe	Lower	55%	283	380	23%
Governance	**Please rate the quality of each of the following services in South Lake Tahoe.**	Public information services	Similar	52%	288	334	13%
		Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.)	Similar	76%	263	382	28%
	Please rate the following categories of South Lake Tahoe government performance.	The value of services for the taxes paid to South Lake Tahoe	Lower	31%	355	393	7%
		The overall direction that South Lake Tahoe is taking	Much lower	24%	352	362	1%
		The job South Lake Tahoe government does at welcoming resident involvement	Lower	38%	317	354	10%
		Overall confidence in South Lake Tahoe government	Lower	31%	301	326	7%

Governance	**Please rate the following categories of South Lake Tahoe government performance.**	Generally acting in the best interest of the community	Lower	32%	318	330	3%
		Being honest	Lower	35%	301	321	6%
		Being open and transparent to the public	Lower	42%	238	277	14%
		Informing residents about issues facing the community	Lower	32%	261	281	7%
		Treating all residents fairly	Lower	35%	313	327	4%
		Treating residents with respect	Lower	43%	258	274	6%
	Overall, how would you rate the quality of the services provided by each of the following?	The City of South Lake Tahoe	Lower	51%	348	387	7%
		The Federal Government	Similar	37%	190	314	39%
Economy	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to work	Much lower	32%	355	380	3%
		South Lake Tahoe as a place to visit	Higher	79%	59	339	82%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall economic health of South Lake Tahoe	Much lower	23%	326	333	1%
	Please rate each of the following in the South Lake Tahoe community.	Overall quality of business and service establishments in South Lake Tahoe	Lower	45%	311	333	6%
		Variety of business and service establishments in South Lake Tahoe	Lower	31%	253	272	7%
		Vibrancy of downtown/commercial area	Similar	43%	201	313	36%
		Employment opportunities	Lower	25%	312	346	9%

Economy	**Please rate each of the following in the South Lake Tahoe community.**	Shopping opportunities	Much lower	24%	303	336	9%
		Cost of living in South Lake Tahoe	Much lower	8%	314	323	2%
	Please rate the quality of each of the following services in South Lake Tahoe.	Economic development	Lower	25%	316	328	3%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall economic health of South Lake Tahoe	Similar	90%	172	307	44%
		What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	19%	194	316	38%
Mobility	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the transportation system (auto, bicycle, foot, bus) in South Lake Tahoe	Similar	49%	156	280	44%
	Please also rate each of the following in the South Lake Tahoe community.	Traffic flow on major streets	Lower	31%	297	360	15%
		Ease of public parking	Much lower	22%	310	313	0%
		Ease of travel by car in South Lake Tahoe	Lower	48%	303	344	11%
		Ease of travel by public transportation in South Lake Tahoe	Similar	30%	147	316	53%
		Ease of travel by bicycle in South Lake Tahoe	Similar	69%	81	344	76%
		Ease of walking in South Lake Tahoe	Similar	53%	228	348	33%
	Please indicate whether or not you have done each of the following in the last 12 months.	Used bus or other public transportation instead of driving	Similar	31%	68	299	77%
		Carpooled with other adults or children instead of driving alone	Higher	65%	9	315	97%
		Walked or biked instead of driving	Much higher	80%	25	317	92%

Mobility	**Please rate the quality of each of the following services in South Lake Tahoe.**	Traffic enforcement	Lower	42%	326	375	10%
		Traffic signal timing	Lower	39%	299	325	8%
		Street repair	Much lower	8%	366	373	1%
		Street cleaning	Lower	42%	305	337	8%
		Street lighting	Lower	38%	342	365	2%
		Snow removal	Lower	53%	234	291	17%
		Sidewalk maintenance	Lower	37%	284	337	15%
		Bus or transit services	Similar	40%	182	311	41%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe	Similar	83%	31	270	88%
Community Design	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	Your neighborhood as a place to live	Similar	72%	280	346	18%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Lower	36%	312	324	3%
	Please also rate each of the following in the South Lake Tahoe community.	Well-planned residential growth	Lower	17%	266	274	2%
		Well-planned commercial growth	Lower	16%	263	273	4%
		Well-designed neighborhoods	Lower	29%	265	274	2%
		Preservation of the historical or cultural character of the community	Lower	39%	259	270	4%

Community Design	**Please also rate each of the following in the South Lake Tahoe community.**	Public places where people want to spend time	Similar	56%	204	318	36%
		Variety of housing options	Much lower	11%	323	331	1%
		Availability of affordable quality housing	Much lower	3%	343	353	2%
		Overall quality of new development in South Lake Tahoe	Lower	25%	333	342	2%
		Overall appearance of South Lake Tahoe	Lower	46%	309	356	11%
	Please rate the quality of each of the following services in South Lake Tahoe.	Land use, planning, and zoning	Lower	26%	307	337	8%
		Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.)	Lower	21%	340	367	4%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Similar	70%	221	307	28%
Utilities	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Lower	49%	240	271	11%
	Please rate the quality of each of the following services in South Lake Tahoe.	Affordable high-speed internet access	Lower	35%	239	269	11%
		Garbage collection	Higher	92%	25	353	93%
		Drinking water	Much higher	94%	1	336	####
		Sewer services	Similar	92%	42	333	87%
		Storm water management (storm drainage, dams, levees, etc.)	Similar	69%	218	353	37%
		Power (electric and/or gas) utility	Similar	61%	265	293	9%

Utilities	**Please rate the quality of each of the following services in South Lake Tahoe.**	Utility billing	Much lower	34%	309	312	0%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Similar	79%	266	270	1%
Safety	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall feeling of safety in South Lake Tahoe	Similar	78%	240	372	34%
	Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	95%	204	351	41%
		In South Lake Tahoe's downtown/commercial area during the day	Similar	88%	190	339	43%
		From property crime	Similar	71%	175	282	38%
		From violent crime	Similar	83%	158	282	44%
		From fire, flood, or other natural disaster	Much lower	45%	266	272	2%
	Please rate the quality of each of the following services in South Lake Tahoe.	Police services	Similar	66%	317	399	17%
		Crime prevention	Similar	70%	227	376	37%
		Ambulance or emergency medical services	Similar	82%	280	351	18%
		Fire services	Similar	91%	222	370	38%
		Fire prevention and education	Similar	82%	130	333	60%
		Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Similar	62%	189	333	42%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall feeling of safety in South Lake Tahoe	Lower	72%	304	307	0%

Natural environment	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of natural environment in South Lake Tahoe	Higher	92%	32	333	90%
	Please also rate each of the following in the South Lake Tahoe community.	Cleanliness of South Lake Tahoe	Lower	53%	284	353	19%
		Water resources (beaches, lakes, ponds, riverways, etc.)	Higher	80%	53	255	79%
		Air quality	Higher	91%	20	326	94%
	Please rate the quality of each of the following services in South Lake Tahoe.	Preservation of natural areas (open space, farmlands, and greenbelts)	Similar	73%	109	319	66%
		South Lake Tahoe open space	Similar	74%	93	316	70%
		Recycling	Similar	64%	234	357	33%
		Yard waste pick-up	Similar	76%	128	313	59%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall quality of natural environment in South Lake Tahoe	Similar	90%	10	307	97%
Parks and Recreation	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of parks and recreation opportunities	Similar	82%	129	277	53%
	Please also rate each of the following in the South Lake Tahoe community.	Availability of paths and walking trails	Higher	82%	80	348	76%
		Fitness opportunities (including exercise classes and paths or trails, etc.)	Higher	83%	51	320	84%
		Recreational opportunities	Higher	89%	19	338	94%
	Please rate the quality of each of the following services in South Lake Tahoe.	City parks	Similar	69%	282	350	19%
		Recreation programs or classes	Similar	62%	241	341	28%

Parks and Recreation	**Please rate the quality of each of the following services in South Lake Tahoe.**	Recreation centers or facilities	Similar	55%	259	328	21%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall quality of parks and recreation opportunities	Similar	82%	171	271	37%
Health and wellness	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall health and wellness opportunities in South Lake Tahoe	Similar	63%	227	326	30%
	Please also rate each of the following in the South Lake Tahoe community.	Availability of affordable quality food	Lower	32%	306	318	4%
		Availability of affordable quality health care	Much lower	26%	319	331	3%
		Availability of preventive health services	Lower	35%	289	313	7%
		Availability of affordable quality mental health care	Lower	21%	291	317	8%
	Please rate the quality of each of the following services in South Lake Tahoe.	Health services	Lower	52%	255	310	17%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall health and wellness opportunities in South Lake Tahoe	Similar	77%	113	307	63%
		Please rate your overall health.	Similar	72%	139	313	55%
Education, Arts and Culture	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall opportunities for education, culture, and the arts	Lower	48%	273	329	17%
	Please also rate each of the following in the South Lake Tahoe community.	Opportunities to attend cultural/arts/music activities	Similar	51%	214	340	36%
		Community support for the arts	Similar	50%	187	270	31%
		Availability of affordable quality childcare/preschool	Lower	24%	299	326	8%
		K-12 education	Lower	51%	277	336	17%

Education, Arts and Culture	**Please also rate each of the following in the South Lake Tahoe community.**	Adult educational opportunities	Similar	58%	152	320	52%
		Opportunities to attend special events and festivals	Similar	57%	256	324	20%
	Please rate the quality of each of the following services in South Lake Tahoe.	Public library services	Similar	82%	251	349	27%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Overall opportunities for education, culture, and the arts	Similar	66%	258	307	16%
Inclusivity and Engagement	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to raise children	Lower	57%	313	390	17%
		South Lake Tahoe as a place to retire	Lower	43%	341	385	8%
		Sense of community	Similar	48%	287	351	17%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Residents' connection and engagement with their community	Lower	42%	235	274	14%
	Please rate the job you feel the South Lake Tahoe community does at each of the following.	Making all residents feel welcome	Lower	52%	260	276	6%
		Attracting people from diverse backgrounds	Lower	42%	235	273	14%
		Valuing/respecting residents from diverse backgrounds	Lower	49%	246	274	10%
		Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Lower	34%	232	270	14%
	Please also rate each of the following in the South Lake Tahoe community.	Sense of civic/community pride	Lower	47%	230	270	15%
		Neighborliness of residents in South Lake Tahoe	Similar	60%	208	319	34%
		Opportunities to participate in social events and activities	Similar	55%	262	329	20%

Inclusivity and Engagement	**Please also rate each of the following in the South Lake Tahoe community.**	Opportunities to volunteer	Similar	63%	208	324	35%
		Opportunities to participate in community matters	Similar	55%	233	324	28%
		Openness and acceptance of the community toward people of diverse backgrounds	Similar	46%	294	342	13%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two ..	Residents' connection and engagement with their community	Similar	65%	203	307	33%
Participation	**Please indicate whether or not you have done each of the following in the last 12 months.**	Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information	Similar	41%	262	352	25%
		Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion	Similar	16%	147	317	53%
		Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	Similar	25%	62	320	80%
		Watched (online or on television) a local public meeting	Higher	38%	22	310	93%
		Volunteered your time to some group/activity in South Lake Tahoe	Higher	44%	50	323	84%
		Campaigned or advocated for a local issue, cause, or candidate	Similar	20%	98	313	69%
		Voted in your most recent local election	Similar	73%	163	270	40%
	In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Similar	89%	232	268	13%
		Access the internet from your cell phone	Similar	95%	110	270	59%
		Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Similar	75%	213	270	21%
		Use or check email	Similar	91%	261	271	4%

Participation	**In general, how many times do you:**					
	Share your opinions online	Similar	25%	169	269	37%
	Shop online	Lower	45%	243	268	9%

Custom Benchmark Tables

This table contains the comparisons of South Lake Tahoe's results to other California municipalities and nationwide resort communities. The first column shows South Lake Tahoe's rating compared to the benchmark: results are noted as “higher” or “lower” if the average rating given by South Lake Tahoe residents is at least 10 points above or below the benchmark, and “similar” if it is within 10 points. The second column shows South Lake Tahoe's “percent positive”, which is the combination of the most positive response options (e.g., excellent/good). The third column shows South Lake Tahoe's ranking in comparison to other communities where a similar question was asked, and the fourth column shows the number of communities that asked that question. The fifth column shows the percentile for South Lake Tahoe's result (the percent of communities that had a lower rating).

				% positive	Rank	Number of communities	Percentile
Quality of Life	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to live	Similar	78%	22	28	25%
		The overall quality of life in South Lake Tahoe	Lower	61%	26	30	16%
	Please indicate how likely or unlikely you are to do each of the following.	Recommend living in South Lake Tahoe to someone who asks	Lower	60%	24	25	8%
		Remain in South Lake Tahoe for the next five years	Similar	85%	7	26	76%
	Please rate each of the following in the South Lake Tahoe community.	Overall image or reputation of South Lake Tahoe	Lower	55%	20	26	26%
Governance	**Please rate the quality of each of the following services in South Lake Tahoe.**	Public information services	Similar	52%	21	25	20%
		Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.)	Similar	76%	16	27	44%
	Please rate the following categories of South Lake Tahoe government performance.	The value of services for the taxes paid to South Lake Tahoe	Lower	31%	24	27	14%
		The overall direction that South Lake Tahoe is taking	Lower	24%	29	29	3%
		The job South Lake Tahoe government does at welcoming resident involvement	Similar	38%	24	27	14%
		Overall confidence in South Lake Tahoe government	Lower	31%	22	26	19%
		Generally acting in the best interest of the community	Lower	32%	23	25	12%
		Being honest	Lower	35%	21	24	16%
		Being open and transparent to the public	Similar	42%	18	24	29%

Governance	**Please rate the following categories of South Lake Tahoe government performance.**	Informing residents about issues facing the community	Lower	32%	17	21	23%
		Treating all residents fairly	Lower	35%	24	26	11%
		Treating residents with respect	Lower	43%	20	22	13%
	Overall, how would you rate the quality of the services provided by each of the following?	The City of South Lake Tahoe	Lower	51%	27	29	10%
		The Federal Government	Similar	37%	15	23	39%
Economy	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to work	Much lower	32%	28	28	3%
		South Lake Tahoe as a place to visit	Similar	79%	14	26	50%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall economic health of South Lake Tahoe	Much lower	23%	25	26	7%
	Please rate each of the following in the South Lake Tahoe community.	Overall quality of business and service establishments in South Lake Tahoe	Lower	45%	23	25	12%
		Variety of business and service establishments in South Lake Tahoe	Lower	31%	21	22	9%
		Vibrancy of downtown/commercial area	Lower	43%	19	25	28%
		Employment opportunities	Lower	25%	24	26	11%
		Shopping opportunities	Much lower	24%	24	26	11%
		Cost of living in South Lake Tahoe	Lower	8%	22	25	16%
	Please rate the quality of each of the following services in South Lake Tahoe.	Economic development	Lower	25%	24	25	8%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall economic health of South Lake Tahoe	Similar	90%	9	24	66%
		What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	19%	18	24	29%
Mobility	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the transportation system (auto, bicycle, foot, bus) in South Lake Tahoe	Similar	49%	16	23	34%

Mobility							
	Please also rate each of the following in the South Lake Tahoe community.	Traffic flow on major streets	Similar	31%	21	25	20%
		Ease of public parking	Much lower	22%	26	26	3%
		Ease of travel by car in South Lake Tahoe	Similar	48%	22	26	19%
		Ease of travel by public transportation in South Lake Tahoe	Similar	30%	16	27	44%
		Ease of travel by bicycle in South Lake Tahoe	Similar	69%	7	26	76%
		Ease of walking in South Lake Tahoe	Similar	53%	23	27	18%
	Please indicate whether or not you have done each of the following in the last 12 months.	Used bus or other public transportation instead of driving	Similar	31%	15	25	44%
		Carpooled with other adults or children instead of driving alone	Similar	65%	5	25	84%
		Walked or biked instead of driving	Similar	80%	8	25	72%
	Please rate the quality of each of the following services in South Lake Tahoe.	Traffic enforcement	Similar	42%	22	26	19%
		Traffic signal timing	Similar	39%	24	25	8%
		Street repair	Much lower	8%	28	28	3%
		Street cleaning	Lower	42%	24	26	11%
		Street lighting	Lower	38%	24	25	8%
		Snow removal	Much lower	53%	13	14	14%
		Sidewalk maintenance	Similar	37%	20	24	20%
		Bus or transit services	Similar	40%	21	24	16%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe	Similar	83%	5	22	81%

Community Design	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	Your neighborhood as a place to live	Similar	72%	21	26	23%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Lower	36%	25	26	7%
	Please also rate each of the following in the South Lake Tahoe community.	Well-planned residential growth	Lower	17%	21	22	9%
		Well-planned commercial growth	Lower	16%	21	22	9%
		Well-designed neighborhoods	Lower	29%	21	22	9%
		Preservation of the historical or cultural character of the community	Lower	39%	21	22	9%
		Public places where people want to spend time	Similar	56%	17	24	33%
		Variety of housing options	Lower	11%	23	24	8%
		Availability of affordable quality housing	Lower	3%	22	26	19%
		Overall quality of new development in South Lake Tahoe	Lower	25%	24	25	8%
		Overall appearance of South Lake Tahoe	Lower	46%	21	25	20%
	Please rate the quality of each of the following services in South Lake Tahoe.	Land use, planning, and zoning	Lower	26%	23	26	15%
		Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.)	Lower	21%	24	26	11%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Similar	70%	19	24	25%
Utilities	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Lower	49%	21	22	9%
	Please rate the quality of each of the following services in South Lake Tahoe.	Affordable high-speed internet access	Similar	35%	18	22	22%
		Garbage collection	Similar	92%	3	25	92%
		Drinking water	Higher	94%	1	26	####

Utilities	**Please rate the quality of each of the following services in South Lake Tahoe.**	Sewer services	Similar	92%	7	26	76%
		Storm water management (storm drainage, dams, levees, etc.)	Similar	69%	17	25	36%
		Power (electric and/or gas) utility	Similar	61%	18	22	22%
		Utility billing	Lower	34%	24	24	4%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Similar	79%	22	22	4%
Safety	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall feeling of safety in South Lake Tahoe	Similar	78%	19	29	37%
	Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	95%	14	26	50%
		In South Lake Tahoe's downtown/commercial area during the day	Similar	88%	13	25	52%
		From property crime	Similar	71%	11	22	54%
		From violent crime	Similar	83%	12	22	50%
		From fire, flood, or other natural disaster	Lower	45%	21	22	9%
	Please rate the quality of each of the following services in South Lake Tahoe.	Police services	Similar	66%	20	29	34%
		Crime prevention	Similar	70%	15	27	48%
		Ambulance or emergency medical services	Similar	82%	18	25	32%
		Fire services	Similar	91%	16	27	44%
		Fire prevention and education	Similar	82%	10	25	64%
		Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Similar	62%	15	25	44%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall feeling of safety in South Lake Tahoe	Lower	72%	24	24	4%

Natural environment	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall quality of natural environment in South Lake Tahoe	Similar	92%	8	27	74%
	Please also rate each of the following in the South Lake Tahoe community.	Cleanliness of South Lake Tahoe	Similar	53%	19	25	28%
		Water resources (beaches, lakes, ponds, riverways, etc.)	Higher	80%	5	22	81%
		Air quality	Higher	91%	2	25	96%
	Please rate the quality of each of the following services in South Lake Tahoe.	Preservation of natural areas (open space, farmlands, and greenbelts)	Similar	73%	16	26	42%
		South Lake Tahoe open space	Similar	74%	14	26	50%
		Recycling	Similar	64%	18	26	34%
		Yard waste pick-up	Similar	76%	13	23	47%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall quality of natural environment in South Lake Tahoe	Similar	90%	3	24	91%
Parks and Recreation	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall quality of parks and recreation opportunities	Similar	82%	14	22	40%
	Please also rate each of the following in the South Lake Tahoe community.	Availability of paths and walking trails	Similar	82%	13	25	52%
		Fitness opportunities (including exercise classes and paths or trails, etc.)	Similar	83%	11	24	58%
		Recreational opportunities	Higher	89%	9	26	69%
	Please rate the quality of each of the following services in South Lake Tahoe.	City parks	Similar	69%	22	28	25%
		Recreation programs or classes	Similar	62%	21	27	25%
		Recreation centers or facilities	Lower	55%	20	25	24%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall quality of parks and recreation opportunities	Similar	82%	16	22	31%
Health and wellness	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall health and wellness opportunities in South Lake Tahoe	Similar	63%	19	25	28%

Health and wellness	**Please also rate each of the following in the South Lake Tahoe community.**	Availability of affordable quality food	Lower	32%	24	24	4%
		Availability of affordable quality health care	Lower	26%	24	25	8%
		Availability of preventive health services	Lower	35%	21	23	13%
		Availability of affordable quality mental health care	Lower	21%	21	24	16%
	Please rate the quality of each of the following services in South Lake Tahoe.	Health services	Similar	52%	19	22	18%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall health and wellness opportunities in South Lake Tahoe	Similar	77%	10	24	62%
		Please rate your overall health.	Similar	72%	18	24	29%
Education, Arts and Culture	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall opportunities for education, culture, and the arts	Lower	48%	23	26	15%
	Please also rate each of the following in the South Lake Tahoe community.	Opportunities to attend cultural/arts/music activities	Lower	51%	22	27	22%
		Community support for the arts	Lower	50%	18	22	22%
		Availability of affordable quality childcare/preschool	Lower	24%	21	26	23%
		K-12 education	Lower	51%	22	26	19%
		Adult educational opportunities	Similar	58%	15	24	41%
		Opportunities to attend special events and festivals	Similar	57%	19	24	25%
	Please rate the quality of each of the following services in South Lake Tahoe.	Public library services	Similar	82%	20	27	29%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Overall opportunities for education, culture, and the arts	Similar	66%	18	24	29%
Inclusivity and Engagement	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to raise children	Lower	57%	20	27	29%
		South Lake Tahoe as a place to retire	Lower	43%	24	28	17%

Inclusivity and Engagement	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	Sense of community	Similar	48%	20	26	26%
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Residents' connection and engagement with their community	Lower	42%	18	22	22%
	Please rate the job you feel the South Lake Tahoe community does at each of the following.	Making all residents feel welcome	Lower	52%	19	22	18%
		Attracting people from diverse backgrounds	Similar	42%	15	21	33%
		Valuing/respecting residents from diverse backgrounds	Similar	49%	18	21	19%
		Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Similar	34%	15	21	33%
	Please also rate each of the following in the South Lake Tahoe community.	Sense of civic/community pride	Lower	47%	17	21	23%
		Neighborliness of residents in South Lake Tahoe	Similar	60%	16	25	40%
		Opportunities to participate in social events and activities	Lower	55%	23	27	18%
		Opportunities to volunteer	Similar	63%	18	25	32%
		Opportunities to participate in community matters	Similar	55%	20	25	24%
		Openness and acceptance of the community toward people of diverse backgrounds	Similar	46%	25	26	7%
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..	Residents' connection and engagement with their community	Similar	65%	15	24	41%
Participation	**Please indicate whether or not you have done each of the following in the last 12 months.**	Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information	Similar	41%	21	26	23%
		Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion	Similar	16%	15	24	41%
		Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	Similar	25%	6	24	79%
		Watched (online or on television) a local public meeting	Higher	38%	4	24	87%
		Volunteered your time to some group/activity in South Lake Tahoe	Similar	44%	10	26	65%

Participation	**Please indicate whether or not you have done each of the following in the last 12 months.**	Campaigned or advocated for a local issue, cause, or candidate	Similar	20%	15	24	41%
		Voted in your most recent local election	Similar	73%	19	22	18%
	In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Similar	89%	21	21	4%
		Access the internet from your cell phone	Similar	95%	12	21	47%
		Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Similar	75%	13	22	45%
		Use or check email	Similar	91%	22	22	4%
		Share your opinions online	Similar	25%	10	21	57%
		Shop online	Lower	45%	21	21	4%

Custom Benchmark Communities

Coronado, California
El Cerrito, California
Laguna Beach, California
Lake Elsinore, California
Larkspur, California
Livermore, California
Palm Springs, California
Redding, California
Redwood City, California
Richmond, California
Riverside, California
Rocklin, California
Roseville, California
Sacramento, California
San Carlos, California
San Diego, California
Santa Barbara, California
Santa Cruz, California
Sausalito, California
Sunnyvale, California
Tracy, California
Vallejo, California
Walnut Creek, California
Boulder, CO
Fort Collins, CO
Laguna Beach, CA
Palm Springs, CA
Steamboat Springs, CO
Coronado, CA
Durango, CO
Estes Park, CO
Flagstaff, AZ
Scottsdale, AZ
Sedona, AZ
Snowmass Village, CO

Complete Set of Frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	In which area of South Lake Tahoe do you live? (Refer to map above.)	1 - SW (Airport, Bonanza, Barton, Tahoe Valley Are..	17% N=55
		2 - NW (Tahoe Island, Tahoe Keys, Tahoe Valle..	27% N=87
		3 - East (Rancho Bijou, Bijou Park Acres, Bijou P..	42% N=132
		None of these/I don't live in South Lake Tahoe	14% N=44
Please rate each of the following aspects of quality of life in South Lake Tahoe.	South Lake Tahoe as a place to live	Excellent	27% N=87
		Good	51% N=164
		Fair	15% N=47
		Poor	7% N=24
	Your neighborhood as a place to live	Excellent	26% N=84
		Good	46% N=148
		Fair	24% N=77
		Poor	4% N=14
	South Lake Tahoe as a place to raise children	Excellent	20% N=52
		Good	37% N=95
		Fair	32% N=82
		Poor	12% N=31
	South Lake Tahoe as a place to work	Excellent	8% N=24
		Good	24% N=70
		Fair	37% N=108
		Poor	31% N=92

Please rate each of the following aspects of quality of life in South Lake Tahoe.	South Lake Tahoe as a place to visit	Excellent	**54%** N=174
		Good	**25%** N=79
		Fair	**14%** N=44
		Poor	**7%** N=23
	South Lake Tahoe as a place to retire	Excellent	**18%** N=49
		Good	**25%** N=70
		Fair	**28%** N=79
		Poor	**29%** N=80
	The overall quality of life in South Lake Tahoe	Excellent	**12%** N=39
		Good	**48%** N=154
		Fair	**30%** N=97
		Poor	**9%** N=28
	Sense of community	Excellent	**13%** N=41
		Good	**35%** N=111
		Fair	**34%** N=108
		Poor	**17%** N=54
Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall economic health of South Lake Tahoe	Excellent	**2%** N=5
		Good	**21%** N=63
		Fair	**41%** N=125
		Poor	**36%** N=107
	Overall quality of the transportation system (auto, bicycle, foot, bus) in South Lake Tahoe	Excellent	**11%** N=34
		Good	**38%** N=115
		Fair	**29%** N=89
		Poor	**21%** N=64

Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Excellent	**4%** N=14
		Good	**32%** N=101
		Fair	**42%** N=133
		Poor	**22%** N=71
	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Excellent	**3%** N=8
		Good	**46%** N=146
		Fair	**34%** N=109
		Poor	**17%** N=55
	Overall feeling of safety in South Lake Tahoe	Excellent	**11%** N=36
		Good	**66%** N=211
		Fair	**18%** N=58
		Poor	**4%** N=13
	Overall quality of natural environment in South Lake Tahoe	Excellent	**52%** N=168
		Good	**40%** N=129
		Fair	**7%** N=24
		Poor	**1%** N=3
	Overall quality of parks and recreation opportunities	Excellent	**33%** N=104
		Good	**49%** N=154
		Fair	**16%** N=51
		Poor	**2%** N=6
	Overall health and wellness opportunities in South Lake Tahoe	Excellent	**19%** N=59
		Good	**44%** N=139
		Fair	**25%** N=78
		Poor	**13%** N=40

Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall opportunities for education, culture, and the arts	Excellent	**4%** N=12
		Good	**45%** N=139
		Fair	**31%** N=97
		Poor	**20%** N=64
	Residents' connection and engagement with their community	Excellent	**4%** N=13
		Good	**38%** N=117
		Fair	**33%** N=102
		Poor	**25%** N=78
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in South Lake Tahoe to someone who asks	Very likely	**18%** N=58
		Somewhat likely	**42%** N=134
		Somewhat unlikely	**22%** N=69
		Very unlikely	**18%** N=59
	Remain in South Lake Tahoe for the next five years	Very likely	**47%** N=137
		Somewhat likely	**38%** N=112
		Somewhat unlikely	**9%** N=26
		Very unlikely	**6%** N=16
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe	**66%** N=214
		Somewhat safe	**29%** N=92
		Neither safe nor unsafe	**4%** N=13
		Somewhat unsafe	**0%** N=1
		Very unsafe	**1%** N=2
	In South Lake Tahoe's downtown/commercial area during the day	Very safe	**58%** N=182
		Somewhat safe	**30%** N=96
		Neither safe nor unsafe	**8%** N=24

Please rate how safe or unsafe you feel:	In South Lake Tahoe's downtown/commercial area during the day	Somewhat unsafe	**4%** N=12
		Very unsafe	**1%** N=2
	From property crime	Very safe	**25%** N=77
		Somewhat safe	**47%** N=148
		Neither safe nor unsafe	**17%** N=55
		Somewhat unsafe	**10%** N=31
		Very unsafe	**1%** N=4
	From violent crime	Very safe	**46%** N=139
		Somewhat safe	**37%** N=114
		Neither safe nor unsafe	**11%** N=33
		Somewhat unsafe	**5%** N=17
		Very unsafe	**1%** N=2
	From fire, flood, or other natural disaster	Very safe	**11%** N=35
		Somewhat safe	**34%** N=108
		Neither safe nor unsafe	**20%** N=62
		Somewhat unsafe	**32%** N=100
		Very unsafe	**4%** N=11
Please rate the job you feel the South Lake Tahoe community does at each of the following.	Making all residents feel welcome	Excellent	**10%** N=30
		Good	**42%** N=129
		Fair	**30%** N=91
		Poor	**19%** N=58
	Attracting people from diverse backgrounds	Excellent	**8%** N=24
		Good	**34%** N=99
		Fair	**36%** N=105

Please rate the job you feel the South Lake Tahoe community does at each of the following.	Attracting people from diverse backgrounds	Poor	**22%** N=65
	Valuing/respecting residents from diverse backgrounds	Excellent	**8%** N=22
		Good	**41%** N=118
		Fair	**36%** N=103
		Poor	**15%** N=44
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent	**7%** N=19
		Good	**27%** N=77
		Fair	**35%** N=98
		Poor	**31%** N=88
Please rate each of the following in the South Lake Tahoe community.	Overall quality of business and service establishments in South Lake Tahoe	Excellent	**6%** N=19
		Good	**39%** N=124
		Fair	**38%** N=122
		Poor	**17%** N=56
	Variety of business and service establishments in South Lake Tahoe	Excellent	**8%** N=25
		Good	**24%** N=75
		Fair	**37%** N=118
		Poor	**32%** N=101
	Vibrancy of downtown/commercial area	Excellent	**8%** N=23
		Good	**35%** N=108
		Fair	**39%** N=118
		Poor	**18%** N=56
	Employment opportunities	Excellent	**9%** N=26
		Good	**16%** N=46
		Fair	**30%** N=86

Please rate each of the following in the South Lake Tahoe community.	Employment opportunities	Poor	**45%** N=131
	Shopping opportunities	Excellent	**2%** N=7
		Good	**22%** N=71
		Fair	**35%** N=111
		Poor	**41%** N=130
	Cost of living in South Lake Tahoe	Excellent	**2%** N=5
		Good	**6%** N=20
		Fair	**21%** N=67
		Poor	**71%** N=230
	Overall image or reputation of South Lake Tahoe	Excellent	**8%** N=24
		Good	**47%** N=148
		Fair	**34%** N=107
		Poor	**11%** N=35
Please also rate each of the following in the South Lake Tahoe community.	Traffic flow on major streets	Excellent	**3%** N=10
		Good	**28%** N=90
		Fair	**37%** N=117
		Poor	**32%** N=103
	Ease of public parking	Excellent	**1%** N=3
		Good	**21%** N=65
		Fair	**33%** N=103
		Poor	**46%** N=144
	Ease of travel by car in South Lake Tahoe	Excellent	**8%** N=26
		Good	**40%** N=128
		Fair	**39%** N=124

Please also rate each of the following in the South Lake Tahoe community.

Ease of travel by car in South Lake Tahoe	Poor	13% N=41
Ease of travel by public transportation in South Lake Tahoe	Excellent	12% N=30
	Good	18% N=43
	Fair	37% N=89
	Poor	33% N=79
Ease of travel by bicycle in South Lake Tahoe	Excellent	17% N=47
	Good	52% N=145
	Fair	20% N=57
	Poor	11% N=31
Ease of walking in South Lake Tahoe	Excellent	19% N=60
	Good	34% N=105
	Fair	30% N=94
	Poor	17% N=53
Well-planned residential growth	Excellent	1% N=2
	Good	16% N=43
	Fair	39% N=102
	Poor	44% N=118
Well-planned commercial growth	Excellent	4% N=10
	Good	12% N=34
	Fair	38% N=105
	Poor	46% N=127
Well-designed neighborhoods	Excellent	2% N=7
	Good	27% N=83
	Fair	42% N=128

Please also rate each of the following in the South Lake Tahoe community.	Well-designed neighborhoods	Poor	**28%** N=86
	Preservation of the historical or cultural character of the community	Excellent	**8%** N=23
		Good	**31%** N=92
		Fair	**38%** N=113
		Poor	**23%** N=69
	Public places where people want to spend time	Excellent	**14%** N=43
		Good	**43%** N=134
		Fair	**28%** N=88
		Poor	**15%** N=48
	Variety of housing options	Excellent	**3%** N=9
		Good	**8%** N=24
		Fair	**25%** N=76
		Poor	**64%** N=195
	Availability of affordable quality housing	Excellent	**1%** N=4
		Good	**2%** N=6
		Fair	**17%** N=51
		Poor	**80%** N=246
	Overall quality of new development in South Lake Tahoe	Excellent	**1%** N=2
		Good	**24%** N=66
		Fair	**37%** N=102
		Poor	**38%** N=106
	Overall appearance of South Lake Tahoe	Excellent	**7%** N=24
		Good	**39%** N=124
		Fair	**36%** N=113

Please also rate each of the following in the South Lake Tahoe community.	Overall appearance of South Lake Tahoe	Poor	**18%** N=57
	Cleanliness of South Lake Tahoe	Excellent	**11%** N=34
		Good	**42%** N=135
		Fair	**34%** N=108
		Poor	**13%** N=41
	Water resources (beaches, lakes, ponds, riverways, etc.)	Excellent	**36%** N=115
		Good	**44%** N=141
		Fair	**15%** N=48
		Poor	**5%** N=16
	Air quality	Excellent	**53%** N=170
		Good	**37%** N=119
		Fair	**7%** N=24
		Poor	**2%** N=7
	Availability of paths and walking trails	Excellent	**40%** N=125
		Good	**43%** N=134
		Fair	**15%** N=48
		Poor	**3%** N=8
	Fitness opportunities (including exercise classes and paths or trails, etc.)	Excellent	**41%** N=126
		Good	**42%** N=131
		Fair	**15%** N=46
		Poor	**2%** N=7
	Recreational opportunities	Excellent	**50%** N=155
		Good	**39%** N=122
		Fair	**10%** N=33

Please also rate each of the following in the South Lake Tahoe community.	Recreational opportunities	Poor	**1%** N=2
	Availability of affordable quality food	Excellent	**6%** N=20
		Good	**25%** N=81
		Fair	**37%** N=118
		Poor	**31%** N=100
	Availability of affordable quality health care	Excellent	**4%** N=13
		Good	**21%** N=64
		Fair	**37%** N=112
		Poor	**37%** N=111
	Availability of preventive health services	Excellent	**7%** N=20
		Good	**28%** N=80
		Fair	**33%** N=93
		Poor	**32%** N=92
	Availability of affordable quality mental health care	Excellent	**5%** N=11
		Good	**16%** N=36
		Fair	**29%** N=65
		Poor	**50%** N=111
	Opportunities to attend cultural/arts/music activities	Excellent	**10%** N=31
		Good	**41%** N=129
		Fair	**34%** N=107
		Poor	**15%** N=46
	Community support for the arts	Excellent	**7%** N=18
		Good	**43%** N=117
		Fair	**38%** N=102

Please also rate each of the following in the South Lake Tahoe community.	Community support for the arts	Poor	**12%** N=33
	Availability of affordable quality childcare/preschool	Excellent	**2%** N=3
		Good	**22%** N=31
		Fair	**30%** N=41
		Poor	**46%** N=62
	K-12 education	Excellent	**5%** N=9
		Good	**46%** N=81
		Fair	**27%** N=48
		Poor	**22%** N=38
	Adult educational opportunities	Excellent	**11%** N=27
		Good	**47%** N=117
		Fair	**30%** N=73
		Poor	**13%** N=31
	Sense of civic/community pride	Excellent	**5%** N=14
		Good	**43%** N=125
		Fair	**33%** N=96
		Poor	**20%** N=58
	Neighborliness of residents in South Lake Tahoe	Excellent	**13%** N=41
		Good	**47%** N=149
		Fair	**30%** N=95
		Poor	**10%** N=31
	Opportunities to participate in social events and activities	Excellent	**5%** N=14
		Good	**50%** N=150
		Fair	**31%** N=93

Please also rate each of the following in the South Lake Tahoe community.	Opportunities to participate in social events and activities	Poor	**14%** N=41
	Opportunities to attend special events and festivals	Excellent	**10%** N=30
		Good	**48%** N=147
		Fair	**32%** N=99
		Poor	**11%** N=33
	Opportunities to volunteer	Excellent	**17%** N=48
		Good	**45%** N=123
		Fair	**31%** N=85
		Poor	**7%** N=18
	Opportunities to participate in community matters	Excellent	**10%** N=28
		Good	**45%** N=121
		Fair	**34%** N=92
		Poor	**11%** N=29
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent	**6%** N=17
		Good	**39%** N=102
		Fair	**40%** N=103
		Poor	**14%** N=37
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information	No	**59%** N=189
		Yes	**41%** N=131
	Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion	No	**84%** N=270
		Yes	**16%** N=51
	Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighbor..	No	**75%** N=241
		Yes	**25%** N=81
	Watched (online or on television) a local public meeting	No	**62%** N=200

Please indicate whether or not you have done each of the following in the last 12 months.	Watched (online or on television) a local public meeting	Yes	**38%** N=121
	Volunteered your time to some group/activity in South Lake Tahoe	No	**56%** N=178
		Yes	**44%** N=142
	Campaigned or advocated for a local issue, cause, or candidate	No	**80%** N=256
		Yes	**20%** N=66
	Voted in your most recent local election	No	**27%** N=88
		Yes	**73%** N=234
	Used bus or other public transportation instead of driving	No	**69%** N=223
		Yes	**31%** N=99
	Carpooled with other adults or children instead of driving alone	No	**35%** N=114
		Yes	**65%** N=208
	Walked or biked instead of driving	No	**20%** N=65
		Yes	**80%** N=257
Please rate the quality of each of the following services in South Lake Tahoe.	Public information services	Excellent	**5%** N=14
		Good	**47%** N=127
		Fair	**37%** N=102
		Poor	**11%** N=29
	Economic development	Excellent	**3%** N=8
		Good	**22%** N=59
		Fair	**39%** N=104
		Poor	**36%** N=96
	Traffic enforcement	Excellent	**8%** N=23
		Good	**34%** N=97
		Fair	**34%** N=99

Please rate the quality of each of the following services in South Lake Tahoe.

Traffic enforcement	Poor	24% N=68
Traffic signal timing	Excellent	2% N=6
	Good	37% N=116
	Fair	37% N=116
	Poor	24% N=74
Street repair	Excellent	0% N=1
	Good	7% N=23
	Fair	31% N=98
	Poor	62% N=197
Street cleaning	Excellent	3% N=10
	Good	38% N=116
	Fair	41% N=126
	Poor	17% N=52
Street lighting	Excellent	6% N=19
	Good	32% N=101
	Fair	31% N=99
	Poor	31% N=96
Snow removal	Excellent	6% N=19
	Good	47% N=148
	Fair	24% N=76
	Poor	22% N=70
Sidewalk maintenance	Excellent	9% N=28
	Good	27% N=79
	Fair	39% N=114

Please rate the quality of each of the following services in South Lake Tahoe.	Sidewalk maintenance	Poor	**24%** N=70
	Bus or transit services	Excellent	**11%** N=27
		Good	**29%** N=68
		Fair	**34%** N=82
		Poor	**26%** N=61
	Land use, planning, and zoning	Excellent	**1%** N=2
		Good	**26%** N=56
		Fair	**36%** N=78
		Poor	**37%** N=81
	Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.)	Excellent	**1%** N=2
		Good	**20%** N=49
		Fair	**32%** N=78
		Poor	**47%** N=114
	Affordable high-speed internet access	Excellent	**8%** N=22
		Good	**27%** N=79
		Fair	**38%** N=112
		Poor	**27%** N=80
	Garbage collection	Excellent	**50%** N=161
		Good	**42%** N=135
		Fair	**6%** N=20
		Poor	**1%** N=5
	Drinking water	Excellent	**62%** N=197
		Good	**33%** N=104
		Fair	**5%** N=17

Please rate the quality of each of the following services in South Lake Tahoe.	Drinking water	Poor	0% N=1
	Sewer services	Excellent	35% N=98
		Good	57% N=160
		Fair	8% N=22
		Poor	1% N=2
	Storm water management (storm drainage, dams, levees, etc.)	Excellent	15% N=43
		Good	54% N=155
		Fair	23% N=67
		Poor	8% N=22
	Power (electric and/or gas) utility	Excellent	15% N=49
		Good	46% N=147
		Fair	29% N=93
		Poor	10% N=32
	Utility billing	Excellent	6% N=18
		Good	28% N=82
		Fair	41% N=121
		Poor	25% N=76
	Police services	Excellent	21% N=62
		Good	45% N=131
		Fair	26% N=75
		Poor	8% N=24
	Crime prevention	Excellent	11% N=30
		Good	59% N=152
		Fair	22% N=56

Please rate the quality of each of the following services in South Lake Tahoe.	Crime prevention	Poor	**8%** N=20
	Ambulance or emergency medical services	Excellent	**22%** N=52
		Good	**60%** N=141
		Fair	**17%** N=41
		Poor	**1%** N=2
	Fire services	Excellent	**39%** N=99
		Good	**53%** N=134
		Fair	**8%** N=19
		Poor	**1%** N=2
	Fire prevention and education	Excellent	**34%** N=94
		Good	**48%** N=135
		Fair	**12%** N=34
		Poor	**6%** N=18
	Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	Excellent	**23%** N=64
		Good	**39%** N=107
		Fair	**27%** N=74
		Poor	**11%** N=32
	Preservation of natural areas (open space, farmlands, and greenbelts)	Excellent	**16%** N=44
		Good	**57%** N=155
		Fair	**19%** N=52
		Poor	**8%** N=21
	South Lake Tahoe open space	Excellent	**20%** N=52
		Good	**54%** N=141
		Fair	**20%** N=51

Please rate the quality of each of the following services in South Lake Tahoe.	South Lake Tahoe open space	Poor	6% N=15
	Recycling	Excellent	15% N=45
		Good	49% N=142
		Fair	24% N=71
		Poor	12% N=34
	Yard waste pick-up	Excellent	27% N=68
		Good	49% N=122
		Fair	22% N=55
		Poor	3% N=7
	City parks	Excellent	14% N=39
		Good	55% N=153
		Fair	28% N=77
		Poor	3% N=9
	Recreation programs or classes	Excellent	11% N=25
		Good	52% N=122
		Fair	30% N=71
		Poor	8% N=18
	Recreation centers or facilities	Excellent	8% N=22
		Good	47% N=124
		Fair	33% N=88
		Poor	12% N=33
	Health services	Excellent	10% N=27
		Good	42% N=116
		Fair	28% N=78

Please rate the quality of each of the following services in South Lake Tahoe.	Health services	Poor	**19%** N=53
	Public library services	Excellent	**28%** N=78
		Good	**54%** N=153
		Fair	**17%** N=49
		Poor	**1%** N=3
	Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.)	Excellent	**18%** N=50
		Good	**58%** N=162
		Fair	**18%** N=49
		Poor	**6%** N=16
Please rate the following categories of South Lake Tahoe government performance.	The value of services for the taxes paid to South Lake Tahoe	Excellent	**4%** N=11
		Good	**27%** N=72
		Fair	**35%** N=95
		Poor	**34%** N=91
	The overall direction that South Lake Tahoe is taking	Excellent	**4%** N=11
		Good	**21%** N=60
		Fair	**37%** N=107
		Poor	**39%** N=113
	The job South Lake Tahoe government does at welcoming resident involvement	Excellent	**7%** N=18
		Good	**31%** N=82
		Fair	**32%** N=85
		Poor	**30%** N=78
	Overall confidence in South Lake Tahoe government	Excellent	**4%** N=14
		Good	**26%** N=80
		Fair	**34%** N=103

Please rate the following categories of South Lake Tahoe government performance.	Overall confidence in South Lake Tahoe government	Poor	**36%** N=110
	Generally acting in the best interest of the community	Excellent	**4%** N=12
		Good	**28%** N=83
		Fair	**29%** N=86
		Poor	**38%** N=112
	Being honest	Excellent	**5%** N=12
		Good	**30%** N=78
		Fair	**29%** N=75
		Poor	**36%** N=91
	Being open and transparent to the public	Excellent	**5%** N=13
		Good	**37%** N=98
		Fair	**25%** N=65
		Poor	**33%** N=88
	Informing residents about issues facing the community	Excellent	**5%** N=13
		Good	**27%** N=79
		Fair	**36%** N=103
		Poor	**32%** N=93
	Treating all residents fairly	Excellent	**8%** N=20
		Good	**27%** N=67
		Fair	**28%** N=69
		Poor	**38%** N=95
	Treating residents with respect	Excellent	**10%** N=26
		Good	**33%** N=85
		Fair	**30%** N=78

Please rate the following categories of South Lake Tahoe government performance.	Treating residents with respect	Poor	**26%** N=67
Overall, how would you rate the quality of the services provided by each of the following?	The City of South Lake Tahoe	Excellent	**5%** N=17
		Good	**45%** N=140
		Fair	**29%** N=90
		Poor	**20%** N=62
	The Federal Government	Excellent	**4%** N=13
		Good	**33%** N=96
		Fair	**35%** N=101
		Poor	**28%** N=81
Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall economic health of South Lake Tahoe	Essential	**45%** N=142
		Very important	**46%** N=144
		Somewhat important	**8%** N=26
		Not at all important	**1%** N=5
	Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential	**30%** N=98
		Very important	**39%** N=126
		Somewhat important	**26%** N=84
		Not at all important	**4%** N=13
	Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	Essential	**36%** N=114
		Very important	**43%** N=139
		Somewhat important	**20%** N=63
		Not at all important	**2%** N=5
	Overall feeling of safety in South Lake Tahoe	Essential	**28%** N=89
		Very important	**44%** N=142
		Somewhat important	**23%** N=72

Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall feeling of safety in South Lake Tahoe	Not at all important	**5%** N=17
	Overall quality of natural environment in South Lake Tahoe	Essential	**56%** N=177
		Very important	**34%** N=107
		Somewhat important	**9%** N=29
		Not at all important	**1%** N=4
	Overall quality of parks and recreation opportunities	Essential	**26%** N=82
		Very important	**57%** N=181
		Somewhat important	**17%** N=55
		Not at all important	**1%** N=2
	Overall health and wellness opportunities in South Lake Tahoe	Essential	**34%** N=110
		Very important	**43%** N=139
		Somewhat important	**19%** N=62
		Not at all important	**3%** N=10
	Overall opportunities for education, culture, and the arts	Essential	**25%** N=81
		Very important	**41%** N=132
		Somewhat important	**29%** N=95
		Not at all important	**4%** N=13
	Residents' connection and engagement with their community	Essential	**21%** N=67
		Very important	**44%** N=140
		Somewhat important	**34%** N=109
		Not at all important	**1%** N=2
	Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe	Essential	**38%** N=121
		Very important	**45%** N=143
		Somewhat important	**17%** N=53

	Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe	Not at all important	1% N=2
	Do you identify as a person with a physical disability or other chronic condition?	No	87% N=266
		Yes	13% N=40
How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?	Transportation to/from parks or City facilities	Major barrier	10% N=5
		Moderate barrier	26% N=12
		Minor barrier	9% N=4
		Not a barrier	54% N=25
	Lack of ADA-compliant parking options	Major barrier	5% N=2
		Moderate barrier	19% N=7
		Minor barrier	31% N=12
		Not a barrier	46% N=17
	Lack of ramps and accessible walkways	Major barrier	13% N=5
		Moderate barrier	26% N=9
		Minor barrier	15% N=5
		Not a barrier	47% N=17
	Narrow/inaccessible entrances	Major barrier	6% N=2
		Moderate barrier	24% N=9
		Minor barrier	23% N=9
		Not a barrier	47% N=18
	Lack of accessible restrooms	Major barrier	11% N=4
		Moderate barrier	36% N=13
		Minor barrier	26% N=9
		Not a barrier	27% N=10
	Inaccessible counter heights	Major barrier	1% N=1

How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?	Inaccessible counter heights	Moderate barrier	**5%** N=2
		Minor barrier	**32%** N=11
		Not a barrier	**62%** N=22
	Lack of proper signage	Major barrier	**6%** N=3
		Moderate barrier	**2%** N=1
		Minor barrier	**28%** N=12
		Not a barrier	**64%** N=28
How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?	Lack of information	Major barrier	**20%** N=52
		Moderate barrier	**29%** N=77
		Minor barrier	**24%** N=64
		Not a barrier	**27%** N=70
	Language barriers/lack of translation services	Major barrier	**6%** N=16
		Moderate barrier	**18%** N=48
		Minor barrier	**9%** N=24
		Not a barrier	**66%** N=175
	Lack of accommodations for those with hearing or visual impairments	Major barrier	**8%** N=18
		Moderate barrier	**17%** N=35
		Minor barrier	**12%** N=24
		Not a barrier	**63%** N=132
	Schedule conflicts	Major barrier	**22%** N=55
		Moderate barrier	**28%** N=69
		Minor barrier	**26%** N=65
		Not a barrier	**24%** N=60
	Lack of childcare	Major barrier	**12%** N=24

How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?	Lack of childcare	Moderate barrier	**16%** N=32
		Minor barrier	**11%** N=21
		Not a barrier	**62%** N=125
	Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, ser..	No	**53%** N=94
		Yes	**47%** N=82
Please indicate to what extent you agree or disagree with the following statements:	I feel included in the South Lake Tahoe community	Strongly agree	**18%** N=55
		Somewhat agree	**56%** N=173
		Somewhat disagree	**13%** N=40
		Strongly disagree	**14%** N=43
	There are many service opportunities for me to contribute to the community	Strongly agree	**22%** N=60
		Somewhat agree	**51%** N=140
		Somewhat disagree	**18%** N=49
		Strongly disagree	**9%** N=24
	My input, when provided, is considered in City decision-making	Strongly agree	**6%** N=14
		Somewhat agree	**36%** N=80
		Somewhat disagree	**22%** N=49
		Strongly disagree	**36%** N=80
Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Affordable housing	Essential	**66%** N=210
		Very important	**19%** N=60
		Somewhat important	**10%** N=33
		Not at all important	**5%** N=16
	Efforts to reduce homelessness	Essential	**40%** N=128
		Very important	**32%** N=104
		Somewhat important	**22%** N=71

Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Efforts to reduce homelessness	Not at all important	**5%** N=17
	Actions to reduce climate change/achieving carbon neutrality goals	Essential	**43%** N=139
		Very important	**26%** N=83
		Somewhat important	**18%** N=57
		Not at all important	**13%** N=42
	Equitable accessibility and inclusion in the community	Essential	**27%** N=88
		Very important	**42%** N=134
		Somewhat important	**19%** N=60
		Not at all important	**12%** N=38
	Disaster preparedness and resiliency	Essential	**46%** N=145
		Very important	**44%** N=142
		Somewhat important	**10%** N=31
		Not at all important	**0%** N=1
	Improving/maintaining the quality of City facilities	Essential	**26%** N=82
		Very important	**51%** N=165
		Somewhat important	**19%** N=61
		Not at all important	**4%** N=13
	High-speed internet improvements	Essential	**27%** N=86
		Very important	**34%** N=108
		Somewhat important	**23%** N=75
		Not at all important	**16%** N=51
	Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)	Visiting City offices	**11%** N=35
		City website (cityofslt.us)	**56%** N=177
		City e-newsletter	**11%** N=34

	Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)	Text notifications	26% N=82
		Direct emails from the City	15% N=48
		Direct mailings from the City	24% N=77
		Utility bill inserts	23% N=73
		Local newspapers or print media	55% N=174
		Online media publications	47% N=148
		Facebook	39% N=124
		Instagram	24% N=76
		Twitter/X	8% N=25
		Nextdoor	17% N=53
		Other	11% N=34
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day	80% N=257
		Once a day	5% N=16
		A few times a week	4% N=12
		Every few weeks	3% N=10
		Less often or never	8% N=24
	Access the internet from your cell phone	Several times a day	86% N=275
		Once a day	4% N=13
		A few times a week	4% N=13
		Every few weeks	0% N=
		Less often or never	5% N=17
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day	56% N=176
		Once a day	10% N=33
		A few times a week	9% N=30

In general, how many times do you:	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Every few weeks	**2%** N=6
		Less often or never	**23%** N=72
	Use or check email	Several times a day	**72%** N=227
		Once a day	**13%** N=42
		A few times a week	**5%** N=17
		Every few weeks	**2%** N=6
		Less often or never	**7%** N=22
	Share your opinions online	Several times a day	**7%** N=22
		Once a day	**3%** N=9
		A few times a week	**15%** N=45
		Every few weeks	**10%** N=31
		Less often or never	**64%** N=190
	Shop online	Several times a day	**11%** N=34
		Once a day	**4%** N=12
		A few times a week	**30%** N=93
		Every few weeks	**39%** N=121
		Less often or never	**17%** N=52
	Please rate your overall health.	Excellent	**28%** N=89
		Very good	**44%** N=140
		Good	**19%** N=60
		Fair	**8%** N=27
		Poor	**1%** N=3
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	**6%** N=18
		Somewhat positive	**13%** N=42

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Neutral	44% N=141
	Somewhat negative	27% N=88
	Very negative	10% N=32
How many years have you lived in South Lake Tahoe?	Less than 2 years	9% N=27
	2-5 years	11% N=35
	6-10 years	18% N=57
	11-20 years	18% N=58
	More than 20 years	44% N=140
Which best describes the building you live in?	Single-family detached home	55% N=176
	Townhouse or duplex (may share walls but no units a..	16% N=51
	Condominium or apartment (have units ab..	18% N=57
	Mobile home	7% N=23
	Other	4% N=14
Do you rent or own your home?	Rent	56% N=179
	Own	44% N=141
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than $300	2% N=7
	$300 to $599	3% N=11
	$600 to $999	11% N=36
	$1,000 to $1,499	20% N=63
	$1,500 to $2,499	34% N=107
	$2,500 to $3,999	23% N=71
	$4,000 to $6,999	5% N=16
	$7,000 to $9,999	1% N=2
	$10,000 or more	0% N=1

Do any children 17 or under live in your household?	No	77% N=249
	Yes	23% N=73
Are you or any other members of your household aged 65 or older?	No	69% N=221
	Yes	31% N=100
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than $25,000	9% N=28
	$25,000 to $49,999	25% N=76
	$50,000 to $74,999	19% N=58
	$75,000 to $99,999	18% N=56
	$100,000 to $149,999	13% N=41
	$150,000 to $199,999	6% N=19
	$200,000 to $299,999	6% N=19
	$300,000 or more	3% N=9
Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish ori..	74% N=238
	Yes, I consider myself to be of Hispanic, Latino/a/x,..	26% N=81
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native	3% N=9
	Asian	5% N=16
	Black or African American	1% N=4
	Native Hawaiian or Other Pacific Islander	1% N=2
	White	76% N=243
	A race not listed	20% N=64
In which category is your age?	18-24 years	6% N=20
	25-34 years	22% N=70
	35-44 years	16% N=53
	45-54 years	16% N=52

	In which category is your age?	55-64 years	13% N=41
		65-74 years	20% N=62
		75 years or older	7% N=21
	What is your gender?	Woman	50% N=160
		Man	50% N=159
	Do you live within the city limits of South Lake Tahoe?	Yes, year-round	91% N=294
		No, I live outside city limits	3% N=11
		Yes, part-time/seasonally	5% N=17

Methods (Open Participation)

As part of its participation in The National Community Survey™ (The NCS™), the City of South Lake Tahoe conducted a survey of 323 residents. Survey invitations were mailed to randomly selected households and data were collected from February 28th, 2024 to April 16th, 2024. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the City of South Lake Tahoe. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all city residents and became available on March 26th, 2024. The survey remained open for three weeks and there were 320 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2020 Census and 2022 American Community Survey estimates for adults in the City of South Lake Tahoe. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[20] The results of the weighting scheme for the open participation survey are presented in the following table.

		Unweighted	Weighted	Target[21]
Age	18-34	10%	32%	32%
	35-54	38%	30%	31%
	55+	52%	37%	37%
Area	East	32%	32%	32%
	NW	38%	35%	35%
	SW	30%	32%	32%
Hispanic	No, not of Hispanic, Latino/a/x, or Spanish origin	93%	74%	74%
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	7%	26%	26%
Housing type	Attached	17%	43%	43%
	Detached	83%	57%	57%
Race/ethnic..	Not white alone	13%	38%	38%
	White alone, not Hispanic or Latino	87%	62%	62%
Sex	Man	39%	51%	51%

	Woman	61%	49%	49%
Sex/age	Man 18-34	3%	16%	16%
	Man 35-54	15%	17%	17%
	Man 55+	21%	19%	19%
	Woman 18-34	7%	16%	16%
	Woman 35-54	23%	14%	14%
	Woman 55+	31%	19%	18%
Tenure	Own	79%	44%	44%
	Rent	21%	56%	56%

20. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
21. Targets come from the 2020 Census and 2022 American Community Survey.

Open Participation Survey Results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Quality of Life	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to live	Excellent	**25%** N=78
			Good	**41%** N=131
			Fair	**27%** N=84
			Poor	**7%** N=23
		The overall quality of life	Excellent	**21%** N=66
			Good	**38%** N=121
			Fair	**28%** N=87
			Poor	**13%** N=41
	Please indicate how likely or unlikely you are to do each of the following.	Recommend living in South Lake Tahoe to someone who asks	Very likely	**19%** N=59
			Somewhat likely	**35%** N=109
			Somewhat unlikely	**16%** N=50

Quality of Life	**Please indicate how likely or unlikely you are to do each of the following.**	Recommend living in South Lake Tahoe to someone who asks	Very unlikely	**29%** N=89
		Remain in South Lake Tahoe for the next five years	Very likely	**45%** N=138
			Somewhat likely	**25%** N=78
			Somewhat unlikely	**15%** N=46
			Very unlikely	**15%** N=45
	Please rate each of the following in the South Lake Tahoe community.	Overall image or reputation	Excellent	**10%** N=31
			Good	**31%** N=97
			Fair	**34%** N=109
			Poor	**25%** N=80
Governance	**Please rate the quality of each of the following services in South Lake Tahoe.**	Public information services	Excellent	**4%** N=12
			Good	**37%** N=103
			Fair	**45%** N=126
			Poor	**15%** N=41
		Overall customer service by South Lake Tahoe employees	Excellent	**18%** N=52

Governance	**Please rate the quality of each of the following services in South Lake Tahoe.**	Overall customer service by South Lake Tahoe employees	Good	**47%** N=134
			Fair	**27%** N=78
			Poor	**7%** N=19
	Please rate the following categories of South Lake Tahoe government performance.	The value of services for the taxes paid to South Lake Tahoe	Excellent	**3%** N=10
			Good	**12%** N=37
			Fair	**43%** N=130
			Poor	**42%** N=126
		The overall direction that South Lake Tahoe is taking	Excellent	**2%** N=6
			Good	**14%** N=43
			Fair	**32%** N=99
			Poor	**52%** N=161
		The job South Lake Tahoe government does at welcoming resident involvement	Excellent	**6%** N=17
			Good	**20%** N=55
			Fair	**43%** N=119

Governance	**Please rate the following categories of South Lake Tahoe government performance.**	The job South Lake Tahoe government does at welcoming resident involvement	Poor	**31%** N=85
		Overall confidence in South Lake Tahoe government	Excellent	**1%** N=4
			Good	**13%** N=41
			Fair	**35%** N=107
			Poor	**50%** N=150
		Generally acting in the best interest of the community	Excellent	**5%** N=14
			Good	**14%** N=41
			Fair	**35%** N=104
			Poor	**47%** N=142
		Being honest	Excellent	**8%** N=23
			Good	**18%** N=48
			Fair	**38%** N=102
			Poor	**37%** N=100
		Being open and transparent to the public	Excellent	**9%** N=25

Governance	**Please rate the following categories of South Lake Tahoe government performance.**	Being open and transparent to the public	Good	**13%** N=37
			Fair	**42%** N=115
			Poor	**36%** N=99
		Informing residents about issues facing the community	Excellent	**9%** N=24
			Good	**19%** N=55
			Fair	**40%** N=115
			Poor	**32%** N=91
		Treating all residents fairly	Excellent	**6%** N=18
			Good	**24%** N=69
			Fair	**21%** N=61
			Poor	**48%** N=136
		Treating residents with respect	Excellent	**10%** N=27
			Good	**26%** N=72
			Fair	**40%** N=113

Governance	**following categories of South Lake Tahoe government performance.**	Treating residents with respect	Poor	**24%** N=67
	Overall, how would you rate the quality of the services provided by each of the following?	The City of South Lake Tahoe	Excellent	**4%** N=13
			Good	**35%** N=104
			Fair	**43%** N=131
			Poor	**18%** N=54
		The Federal Government	Excellent	**4%** N=13
			Good	**15%** N=44
			Fair	**46%** N=136
			Poor	**35%** N=104
Economy	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to work	Excellent	**7%** N=20
			Good	**22%** N=64
			Fair	**40%** N=115
			Poor	**31%** N=88
		South Lake Tahoe as a place to visit	Excellent	**37%** N=115

Economy	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to visit	Good	**41%** N=127
			Fair	**19%** N=60
			Poor	**3%** N=9
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall economic health	Excellent	**1%** N=4
			Good	**18%** N=57
			Fair	**42%** N=134
			Poor	**39%** N=123
	Please rate each of the following in the South Lake Tahoe community.	Overall quality of business and service establishments	Excellent	**3%** N=10
			Good	**32%** N=99
			Fair	**42%** N=133
			Poor	**23%** N=72
		Variety of business and service establishments	Excellent	**4%** N=13
			Good	**29%** N=92
			Fair	**32%** N=101

Economy	**Please rate each of the following in the South Lake Tahoe community.**	Variety of business and service establishments	Poor	**35%** N=109
		Vibrancy of downtown/commercial area	Excellent	**5%** N=14
			Good	**31%** N=99
			Fair	**39%** N=124
			Poor	**25%** N=79
		Employment opportunities	Excellent	**4%** N=11
			Good	**16%** N=47
			Fair	**31%** N=88
			Poor	**49%** N=141
		Shopping opportunities	Excellent	**6%** N=18
			Good	**13%** N=41
			Fair	**44%** N=138
			Poor	**38%** N=119
		Cost of living	Excellent	**1%** N=3

Economy

Please rate each of the following in the South Lake Tahoe community.	Cost of living	Good	14% N=43
		Fair	17% N=54
		Poor	68% N=218
Please rate the quality of each of the following services in South Lake Tahoe.	Economic development	Excellent	1% N=4
		Good	17% N=48
		Fair	38% N=107
		Poor	44% N=124
Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall economic health	Essential	50% N=156
		Very important	38% N=118
		Somewhat important	11% N=33
		Not at all important	1% N=3
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	4% N=13
		Somewhat positive	12% N=38
		Neutral	30% N=97

Economy		What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Somewhat negative	**32%** N=103
			Very negative	**22%** N=69
Mobility	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the transportation system	Excellent	**5%** N=14
			Good	**27%** N=82
			Fair	**44%** N=135
			Poor	**25%** N=77
	Please also rate each of the following in the South Lake Tahoe community.	Traffic flow on major streets	Excellent	**3%** N=10
			Good	**29%** N=92
			Fair	**39%** N=125
			Poor	**29%** N=93
		Ease of public parking	Excellent	**5%** N=17
			Good	**17%** N=52
			Fair	**33%** N=104
			Poor	**45%** N=141

Mobility	**Please also rate each of the following in the South Lake Tahoe community.**	Ease of travel by car	Excellent	**8%** N=25
			Good	**40%** N=127
			Fair	**36%** N=113
			Poor	**17%** N=52
		Ease of travel by public transportation	Excellent	**6%** N=15
			Good	**21%** N=51
			Fair	**33%** N=82
			Poor	**40%** N=101
		Ease of travel by bicycle	Excellent	**20%** N=57
			Good	**40%** N=115
			Fair	**33%** N=96
			Poor	**7%** N=21
		Ease of walking	Excellent	**20%** N=61
			Good	**33%** N=102

Mobility	**Please also rate each of the following in the South Lake Tahoe community.**	Ease of walking	Fair	**34%** N=105
			Poor	**14%** N=43
	Please indicate whether or not you have done each of the following in the last 12 months.	Used public transportation instead of driving	No	**68%** N=215
			Yes	**32%** N=103
		Carpooled with other adults or children instead of driving alone	No	**33%** N=107
			Yes	**67%** N=213
		Walked or biked instead of driving	No	**22%** N=70
			Yes	**78%** N=249
	Please rate the quality of each of the following services in South Lake Tahoe.	Traffic enforcement	Excellent	**5%** N=13
			Good	**32%** N=93
			Fair	**43%** N=124
			Poor	**20%** N=59
		Traffic signal timing	Excellent	**5%** N=16
			Good	**37%** N=119

Mobility	**Please rate the quality of each of the following services in South Lake Tahoe.**	Traffic signal timing	Fair	**29%** N=93
			Poor	**28%** N=90
		Street repair	Excellent	**0%** N=1
			Good	**7%** N=22
			Fair	**17%** N=53
			Poor	**76%** N=242
		Street cleaning	Excellent	**5%** N=17
			Good	**31%** N=96
			Fair	**35%** N=110
			Poor	**29%** N=89
		Street lighting	Excellent	**10%** N=30
			Good	**31%** N=96
			Fair	**41%** N=128
			Poor	**19%** N=60

Mobility	**Please rate the quality of each of the following services in South Lake Tahoe.**	Snow removal	Excellent	**10%** N=31
			Good	**35%** N=108
			Fair	**32%** N=98
			Poor	**23%** N=73
		Sidewalk maintenance	Excellent	**3%** N=9
			Good	**27%** N=80
			Fair	**42%** N=125
			Poor	**29%** N=85
		Bus or transit services	Excellent	**8%** N=19
			Good	**25%** N=61
			Fair	**38%** N=93
			Poor	**29%** N=72
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the	Overall quality of the transportation system	Essential	**39%** N=122
			Very important	**39%** N=121

Mobility	**Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**	Overall quality of the transportation system	Somewhat important	**21%** N=67
			Not at all important	**1%** N=4
Community Design	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	Your neighborhood as a place to live	Excellent	**25%** N=79
			Good	**41%** N=130
			Fair	**27%** N=85
			Poor	**6%** N=20
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Overall design or layout of residential and commercial areas	Excellent	**3%** N=11
			Good	**33%** N=101
			Fair	**37%** N=113
			Poor	**27%** N=84
	Please also rate each of the following in the South Lake Tahoe community.	Well-planned residential growth	Excellent	**2%** N=4
			Good	**12%** N=33
			Fair	**20%** N=56
			Poor	**66%** N=183

Community Design	**Please also rate each of the following in the South Lake Tahoe community.**	Well-planned commercial growth	Excellent	**1%** N=4
			Good	**20%** N=54
			Fair	**22%** N=59
			Poor	**56%** N=149
		Well-designed neighborhoods	Excellent	**2%** N=5
			Good	**27%** N=83
			Fair	**32%** N=97
			Poor	**39%** N=118
		Preservation of the historical or cultural character of the community	Excellent	**7%** N=21
			Good	**28%** N=81
			Fair	**43%** N=123
			Poor	**22%** N=63
		Public places where people want to spend time	Excellent	**17%** N=54
			Good	**34%** N=109

Community Design	**Please also rate each of the following in the South Lake Tahoe community.**	Public places where people want to spend time	Fair	**35%** N=110
			Poor	**14%** N=44
		Variety of housing options	Excellent	**3%** N=9
			Good	**17%** N=53
			Fair	**18%** N=56
			Poor	**62%** N=193
		Availability of affordable quality housing	Excellent	**3%** N=10
			Good	**11%** N=34
			Fair	**13%** N=39
			Poor	**72%** N=219
		Overall quality of new development	Excellent	**2%** N=6
			Good	**20%** N=60
			Fair	**30%** N=89
			Poor	**48%** N=142

Community Design	**Please also rate each of the following in the South Lake Tahoe community.**	Overall appearance	Excellent	**9%** N=28
			Good	**29%** N=94
			Fair	**40%** N=127
			Poor	**22%** N=69
	Please rate the quality of each of the following services in South Lake Tahoe.	Land use, planning and zoning	Excellent	**2%** N=7
			Good	**18%** N=49
			Fair	**31%** N=84
			Poor	**49%** N=132
		Code enforcement	Excellent	**3%** N=9
			Good	**16%** N=44
			Fair	**33%** N=90
			Poor	**47%** N=127
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the	Overall design or layout of residential and commercial areas	Essential	**26%** N=81
			Very important	**33%** N=103

Community Design	**Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**	Overall design or layout of residential and commercial areas	Somewhat important	**35%** N=110
			Not at all important	**6%** N=20
Utilities	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of the utility infrastructure	Excellent	**3%** N=10
			Good	**38%** N=116
			Fair	**37%** N=113
			Poor	**23%** N=70
	Please rate the quality of each of the following services in South Lake Tahoe.	Affordable high-speed internet access	Excellent	**9%** N=27
			Good	**21%** N=65
			Fair	**30%** N=93
			Poor	**40%** N=121
		Garbage collection	Excellent	**50%** N=158
			Good	**36%** N=114
			Fair	**14%** N=45
			Poor	**0%** N=1

Utilities	**Please rate the quality of each of the following services in South Lake Tahoe.**	Drinking water	Excellent	**54%** N=170
			Good	**37%** N=115
			Fair	**8%** N=26
			Poor	**1%** N=3
		Sewer services	Excellent	**34%** N=102
			Good	**47%** N=140
			Fair	**18%** N=53
			Poor	**0%** N=1
		Storm water management	Excellent	**16%** N=48
			Good	**48%** N=139
			Fair	**27%** N=80
			Poor	**9%** N=25
		Power (electric and/or gas) utility	Excellent	**14%** N=43
			Good	**39%** N=122

Utilities	**Please rate the quality of each of the following services in South Lake Tahoe.**	Power (electric and/or gas) utility	Fair	**32%** N=101
			Poor	**16%** N=50
		Utility billing	Excellent	**7%** N=22
			Good	**26%** N=79
			Fair	**32%** N=99
			Poor	**35%** N=109
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall quality of the utility infrastructure	Essential	**42%** N=132
			Very important	**41%** N=128
			Somewhat important	**16%** N=52
			Not at all important	**1%** N=3
Safety	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall feeling of safety	Excellent	**24%** N=77
			Good	**40%** N=127
			Fair	**27%** N=86
			Poor	**8%** N=25

Safety

Please rate how safe or unsafe you feel:

In your neighborhood during the day	Very safe	58% N=184
	Somewhat safe	26% N=83
	Neither safe nor unsafe	8% N=24
	Somewhat unsafe	6% N=20
	Very unsafe	2% N=8
In South Lake Tahoe's downtown/commercial area during the day	Very safe	49% N=151
	Somewhat safe	32% N=98
	Neither safe nor unsafe	7% N=21
	Somewhat unsafe	6% N=20
	Very unsafe	6% N=19
From property crime	Very safe	24% N=73
	Somewhat safe	40% N=124
	Neither safe nor unsafe	14% N=44
	Somewhat unsafe	18% N=56

Safety	**Please rate how safe or unsafe you feel:**	From property crime	Very unsafe	**4%** N=13
		From violent crime	Very safe	**37%** N=114
			Somewhat safe	**39%** N=121
			Neither safe nor unsafe	**12%** N=36
			Somewhat unsafe	**8%** N=25
			Very unsafe	**4%** N=13
		From fire, flood, or other natural disaster	Very safe	**5%** N=16
			Somewhat safe	**35%** N=108
			Neither safe nor unsafe	**25%** N=77
			Somewhat unsafe	**23%** N=72
			Very unsafe	**11%** N=34
	Please rate the quality of each of the following services in South Lake Tahoe.	Police services	Excellent	**26%** N=75
			Good	**43%** N=124
			Fair	**27%** N=79

Safety	**Please rate the quality of each of the following services in South Lake Tahoe.**	Police services	Poor	**4%** N=13
		Crime prevention	Excellent	**16%** N=45
			Good	**43%** N=119
			Fair	**30%** N=82
			Poor	**11%** N=29
		Ambulance or emergency medical services	Excellent	**28%** N=67
			Good	**41%** N=98
			Fair	**26%** N=61
			Poor	**5%** N=12
		Fire services	Excellent	**47%** N=121
			Good	**34%** N=88
			Fair	**18%** N=45
			Poor	**2%** N=4
		Fire prevention and education	Excellent	**36%** N=105

Safety	**Please rate the quality of each of the following services in South Lake Tahoe.**	Fire prevention and education	Good	**40%** N=115
			Fair	**20%** N=56
			Poor	**4%** N=12
		Emergency preparedness	Excellent	**20%** N=55
			Good	**37%** N=104
			Fair	**28%** N=78
			Poor	**16%** N=45
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall feeling of safety	Essential	**33%** N=105
			Very important	**41%** N=130
			Somewhat important	**20%** N=63
			Not at all important	**6%** N=18
Natural environment	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of natural environment	Excellent	**45%** N=143
			Good	**37%** N=119
			Fair	**18%** N=57

Natural environment	**following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of natural environment	Poor	**0%** N=
	Please also rate each of the following in the South Lake Tahoe community.	Cleanliness	Excellent	**11%** N=36
			Good	**35%** N=111
			Fair	**39%** N=125
			Poor	**15%** N=48
		Water resources	Excellent	**44%** N=140
			Good	**38%** N=121
			Fair	**15%** N=48
			Poor	**3%** N=11
		Air quality	Excellent	**56%** N=180
			Good	**34%** N=109
			Fair	**9%** N=30
			Poor	**0%** N=1
	Please rate the quality of each of the following services in	Preservation of natural areas	Excellent	**21%** N=61

Natural environment	**Please rate the quality of each of the following services in South Lake Tahoe.**	Preservation of natural areas	Good	**48%** N=143
			Fair	**23%** N=67
			Poor	**9%** N=26
		South Lake Tahoe open space	Excellent	**24%** N=73
			Good	**42%** N=126
			Fair	**28%** N=84
			Poor	**7%** N=20
		Recycling	Excellent	**23%** N=67
			Good	**42%** N=125
			Fair	**19%** N=55
			Poor	**17%** N=49
		Yard waste pick-up	Excellent	**35%** N=92
			Good	**36%** N=97
			Fair	**14%** N=37

Natural environment	**Please rate the quality of each of the following services in South Lake Tahoe.**	Yard waste pick-up	Poor	**15%** N=40
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall quality of natural environment	Essential	**52%** N=163
			Very important	**34%** N=107
			Somewhat important	**12%** N=37
			Not at all important	**1%** N=4
Parks and Recreation	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall quality of parks and recreation opportunities	Excellent	**37%** N=116
			Good	**38%** N=117
			Fair	**21%** N=65
			Poor	**5%** N=14
	Please also rate each of the following in the South Lake Tahoe community.	Availability of paths and walking trails	Excellent	**42%** N=132
			Good	**38%** N=120
			Fair	**19%** N=58
			Poor	**1%** N=3
		Fitness opportunities	Excellent	**38%** N=120

Parks and Recreation	**Please also rate each of the following in the South Lake Tahoe community.**	Fitness opportunities	Good		**40%** N=127
			Fair		**20%** N=62
			Poor		**2%** N=6
		Recreational opportunities	Excellent		**53%** N=169
			Good		**29%** N=93
			Fair		**13%** N=40
			Poor		**5%** N=17
	Please rate the quality of each of the following services in South Lake Tahoe.	City parks	Excellent		**16%** N=50
			Good		**45%** N=141
			Fair		**27%** N=82
			Poor		**12%** N=37
		Recreation programs or classes	Excellent		**19%** N=49
			Good		**32%** N=82
			Fair		**32%** N=83

Parks and Recreation	**Please rate the quality of each of the following services in South Lake Tahoe.**	Recreation programs or classes	Poor	**16%** N=42
		Recreation centers or facilities	Excellent	**11%** N=30
			Good	**37%** N=103
			Fair	**30%** N=84
			Poor	**22%** N=61
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall quality of parks and recreation opportunities	Essential	**25%** N=78
			Very important	**49%** N=153
			Somewhat important	**24%** N=74
			Not at all important	**3%** N=9
Health and wellness	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall health and wellness opportunities	Excellent	**22%** N=69
			Good	**38%** N=119
			Fair	**30%** N=94
			Poor	**10%** N=31
	Please also rate each of the following in the South Lake Tahoe	Availability of affordable quality food	Excellent	**9%** N=28

Health and wellness	**Please also rate each of the following in the South Lake Tahoe community.**	Availability of affordable quality food	Good	**22%** N=68
			Fair	**32%** N=103
			Poor	**37%** N=118
		Availability of affordable quality health care	Excellent	**8%** N=23
			Good	**18%** N=55
			Fair	**25%** N=78
			Poor	**50%** N=154
		Availability of preventive health services	Excellent	**8%** N=23
			Good	**20%** N=56
			Fair	**34%** N=97
			Poor	**37%** N=105
		Availability of affordable quality mental health care	Excellent	**4%** N=10
			Good	**13%** N=28
			Fair	**23%** N=51

Health and wellness	**Please also rate each of the following in the South Lake Tahoe community.**	Availability of affordable quality mental health care	Poor	**60%** N=135
	Please rate the quality of each of the following services in South Lake Tahoe.	Health services	Excellent	**11%** N=29
			Good	**26%** N=71
			Fair	**35%** N=97
			Poor	**28%** N=77
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall health and wellness opportunities	Essential	**22%** N=68
			Very important	**49%** N=150
			Somewhat important	**24%** N=74
			Not at all important	**5%** N=17
		Please rate your overall health.	Excellent	**27%** N=85
			Very good	**45%** N=143
			Good	**18%** N=59
			Fair	**10%** N=31
			Poor	**0%** N=

Education, Arts and Culture	**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**	Overall opportunities for education, culture, and the arts	Excellent	**9%** N=29
			Good	**28%** N=88
			Fair	**46%** N=144
			Poor	**16%** N=49
	Please also rate each of the following in the South Lake Tahoe community.	Opportunities to attend cultural/arts/music activities	Excellent	**17%** N=53
			Good	**41%** N=129
			Fair	**30%** N=93
			Poor	**12%** N=39
		Community support for the arts	Excellent	**13%** N=37
			Good	**39%** N=113
			Fair	**37%** N=107
			Poor	**12%** N=34
		Availability of affordable quality childcare/preschool	Excellent	**2%** N=3
			Good	**12%** N=19

Education, Arts and Culture	**Please also rate each of the following in the South Lake Tahoe community.**	Availability of affordable quality childcare/preschool	Fair	**29%** N=45
			Poor	**57%** N=88
		K-12 education	Excellent	**4%** N=6
			Good	**26%** N=48
			Fair	**40%** N=74
			Poor	**30%** N=55
		Adult educational opportunities	Excellent	**9%** N=25
			Good	**49%** N=130
			Fair	**28%** N=74
			Poor	**14%** N=37
		Opportunities to attend special events and festivals	Excellent	**24%** N=76
			Good	**39%** N=125
			Fair	**22%** N=71
			Poor	**15%** N=47

Education, Arts and Culture	**Please rate the quality of each of the following services in South Lake Tahoe.**	Public library services	Excellent	**33%** N=83
			Good	**34%** N=86
			Fair	**28%** N=72
			Poor	**5%** N=12
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Overall opportunities for education, culture, and the arts	Essential	**14%** N=43
			Very important	**41%** N=132
			Somewhat important	**36%** N=114
			Not at all important	**9%** N=29
Inclusivity and Engagement	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to raise children	Excellent	**21%** N=55
			Good	**33%** N=84
			Fair	**32%** N=81
			Poor	**14%** N=37
		South Lake Tahoe as a place to retire	Excellent	**20%** N=55
			Good	**22%** N=60

Inclusivity and Engagement	**Please rate each of the following aspects of quality of life in South Lake Tahoe.**	South Lake Tahoe as a place to retire	Fair	**28%** N=75
			Poor	**30%** N=81
		Sense of community	Excellent	**11%** N=35
			Good	**36%** N=114
			Fair	**33%** N=103
			Poor	**20%** N=63
	Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.	Residents' connection and engagement with their community	Excellent	**9%** N=26
			Good	**30%** N=93
			Fair	**44%** N=135
			Poor	**17%** N=53
	Please rate the job you feel the South Lake Tahoe community does at each of the following.	Making all residents feel welcome	Excellent	**14%** N=43
			Good	**23%** N=71
			Fair	**35%** N=109
			Poor	**28%** N=86

Inclusivity and Engagement	**Please rate the job you feel the South Lake Tahoe community does at each of the following.**	Attracting people from diverse backgrounds	Excellent	**11%** N=29
			Good	**29%** N=77
			Fair	**25%** N=69
			Poor	**35%** N=95
		Valuing/respecting residents from diverse backgrounds	Excellent	**13%** N=37
			Good	**32%** N=91
			Fair	**27%** N=75
			Poor	**28%** N=78
		Taking care of vulnerable residents	Excellent	**12%** N=34
			Good	**20%** N=56
			Fair	**31%** N=87
			Poor	**37%** N=102
	Please also rate each of the following in the South Lake Tahoe community.	Sense of civic/community pride	Excellent	**8%** N=23
			Good	**35%** N=106

Inclusivity and Engagement	**Please also rate each of the following in the South Lake Tahoe community.**	Sense of civic/community pride	Fair	**38%** N=114
			Poor	**19%** N=58
		Neighborliness of residents	Excellent	**11%** N=34
			Good	**39%** N=122
			Fair	**30%** N=95
			Poor	**21%** N=66
		Opportunities to participate in social events and activities	Excellent	**16%** N=51
			Good	**42%** N=131
			Fair	**34%** N=107
			Poor	**7%** N=23
		Opportunities to volunteer	Excellent	**29%** N=83
			Good	**41%** N=119
			Fair	**25%** N=72
			Poor	**5%** N=15

Inclusivity and Engagement	**Please also rate each of the following in the South Lake Tahoe community.**	Opportunities to participate in community matters	Excellent	**17%** N=50
			Good	**35%** N=100
			Fair	**37%** N=108
			Poor	**11%** N=31
		Openness and acceptance of the community toward people of diverse backgrounds	Excellent	**15%** N=42
			Good	**29%** N=81
			Fair	**28%** N=80
			Poor	**28%** N=77
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Residents' connection and engagement with their community	Essential	**24%** N=78
			Very important	**32%** N=101
			Somewhat important	**38%** N=120
			Not at all important	**6%** N=19
Participation	**Please indicate whether or not you have done each of the following in the last 12 months.**	Contacted the City of South Lake Tahoe for help or information	No	**50%** N=161
			Yes	**50%** N=159

Participation	**Please indicate whether or not you have done each of the following in the last 12 months.**	Contacted South Lake Tahoe elected officials to express your opinion	No	63% N=202
			Yes	37% N=117
		Attended a local public meeting	No	57% N=182
			Yes	43% N=138
		Watched a local public meeting	No	42% N=134
			Yes	58% N=186
		Volunteered your time to some group/activity	No	51% N=164
			Yes	49% N=156
		Campaigned or advocated for a local issue, cause, or candidate	No	65% N=206
			Yes	35% N=113
		Voted in your most recent local election	No	22% N=71
			Yes	78% N=247
	In general, how many times do you:	Access the internet from your home	Several times a day	81% N=256
			Once a day	10% N=31

Participation	**In general, how many times do you:**	Access the internet from your home	A few times a week	**3%** N=10
			Every few weeks	**3%** N=10
			Less often or never	**3%** N=10
		Access the internet from your cell phone	Several times a day	**90%** N=286
			Once a day	**5%** N=15
			A few times a week	**2%** N=6
			Every few weeks	**1%** N=3
			Less often or never	**2%** N=6
		Visit social media sites	Several times a day	**59%** N=186
			Once a day	**16%** N=50
			A few times a week	**12%** N=38
			Every few weeks	**1%** N=2
			Less often or never	**13%** N=41
		Use or check email	Several times a day	**84%** N=267

Participation	**In general, how many times do you:**	Use or check email	Once a day	**13%** N=40
			A few times a week	**3%** N=9
			Less often or never	**0%** N=
		Share your opinions online	Several times a day	**14%** N=45
			Once a day	**6%** N=18
			A few times a week	**11%** N=36
			Every few weeks	**18%** N=57
			Less often or never	**51%** N=162
		Shop online	Several times a day	**11%** N=35
			Once a day	**7%** N=21
			A few times a week	**40%** N=127
			Every few weeks	**33%** N=104
			Less often or never	**8%** N=26
Custom		In which area of South Lake Tahoe do you live? (Refer to map above.)	1 - SW (Airport, Bonanza, Barton, Taho..	**31%** N=97

Custom	In which area of South Lake Tahoe do you live? (Refer to map above.)	2 - NW (Tahoe Island, Tahoe Keys, Tahoe Valley..	**34%** N=105
		3 - East (Rancho Bijou, Bijou Park Acres, ..	**31%** N=96
		None of these/I don't live in South Lake Tahoe	**5%** N=15
How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?	Transportation to/from parks or City facilities	Major barrier	**5%** N=2
		Moderate barrier	**23%** N=8
		Minor barrier	**23%** N=8
		Not a barrier	**50%** N=17
	Lack of ADA-compliant parking options	Major barrier	**23%** N=10
		Moderate barrier	**9%** N=4
		Minor barrier	**13%** N=6
		Not a barrier	**56%** N=24
	Lack of ramps and accessible walkways	Major barrier	**10%** N=5
		Moderate barrier	**20%** N=9
		Minor barrier	**17%** N=7

Custom	**How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?**	Lack of ramps and accessible walkways	Not a barrier	**53%** N=23
		Narrow/inaccessible entrances	Major barrier	**5%** N=2
			Moderate barrier	**8%** N=4
			Minor barrier	**29%** N=13
			Not a barrier	**58%** N=25
		Lack of accessible restrooms	Major barrier	**5%** N=2
			Moderate barrier	**29%** N=12
			Minor barrier	**18%** N=7
			Not a barrier	**48%** N=20
		Inaccessible counter heights	Major barrier	**4%** N=2
			Moderate barrier	**1%** N=
			Minor barrier	**14%** N=6
			Not a barrier	**82%** N=36
		Lack of proper signage	Major barrier	**10%** N=4

Custom	**How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?**	Lack of proper signage	Moderate barrier	**36%** N=16
			Minor barrier	**0%** N=
			Not a barrier	**54%** N=24
	How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?	Lack of information	Major barrier	**16%** N=46
			Moderate barrier	**32%** N=91
			Minor barrier	**28%** N=81
			Not a barrier	**24%** N=69
		Language barriers/lack of translation services	Major barrier	**5%** N=14
			Moderate barrier	**3%** N=10
			Minor barrier	**8%** N=24
			Not a barrier	**84%** N=242
		Lack of accommodations for those with hearing or visual impairments	Major barrier	**8%** N=18
			Moderate barrier	**5%** N=11
			Minor barrier	**9%** N=21

Custom	**How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?**	Lack of accommodations for those with hearing or visual impairments	Not a barrier	**78%** N=175
		Schedule conflicts	Major barrier	**15%** N=41
			Moderate barrier	**28%** N=77
			Minor barrier	**22%** N=59
			Not a barrier	**35%** N=95
		Lack of childcare	Major barrier	**16%** N=39
			Moderate barrier	**8%** N=21
			Minor barrier	**8%** N=21
			Not a barrier	**68%** N=168
		Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, service, or event?	No	**50%** N=161
			Yes	**50%** N=158
	Please indicate to what extent you agree or disagree with the following statements:	I feel included in the South Lake Tahoe community	Strongly agree	**12%** N=38
			Somewhat agree	**46%** N=139
			Somewhat disagree	**23%** N=69

Custom	**Please indicate to what extent you agree or disagree with the following statements:**	I feel included in the South Lake Tahoe community	Strongly disagree	**19%** N=57
		There are many service opportunities for me to contribute to the community	Strongly agree	**20%** N=58
			Somewhat agree	**45%** N=132
			Somewhat disagree	**23%** N=67
			Strongly disagree	**12%** N=35
		My input, when provided, is considered in City decision-making	Strongly agree	**3%** N=8
			Somewhat agree	**31%** N=77
			Somewhat disagree	**28%** N=68
			Strongly disagree	**38%** N=94
	Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.	Affordable housing	Essential	**55%** N=169
			Very important	**17%** N=52
			Somewhat important	**16%** N=49
			Not at all important	**13%** N=39
		Efforts to reduce homelessness	Essential	**30%** N=95

Custom	**Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**	Efforts to reduce homelessness	Very important		**33%** N=105
			Somewhat important		**22%** N=71
			Not at all important		**15%** N=48
		Actions to reduce climate change/achieving carbon neutrality goals	Essential		**29%** N=92
			Very important		**23%** N=74
			Somewhat important		**22%** N=72
			Not at all important		**26%** N=81
		Equitable accessibility and inclusion in the community	Essential		**26%** N=80
			Very important		**29%** N=90
			Somewhat important		**27%** N=84
			Not at all important		**19%** N=60
		Disaster preparedness and resiliency	Essential		**50%** N=158
			Very important		**41%** N=128
			Somewhat important		**8%** N=25

Custom	**Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**	Disaster preparedness and resiliency	Not at all important	**2%** N=5
		Improving/maintaining the quality of City facilities	Essential	**26%** N=83
			Very important	**52%** N=167
			Somewhat important	**18%** N=58
			Not at all important	**4%** N=11
		High-speed internet improvements	Essential	**32%** N=103
			Very important	**31%** N=100
			Somewhat important	**33%** N=104
			Not at all important	**3%** N=11
		Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)	Visiting City offices	**18%** N=55
			City website (cityofslt.us)	**72%** N=229
			City e-newsletter	**26%** N=82
			Text notifications	**17%** N=53
			Direct emails from the City	**17%** N=53

Custom

Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)	Direct mailings from the City	**12%** N=37
	Utility bill inserts	**16%** N=51
	Local newspapers or print media	**57%** N=181
	Online media publications	**59%** N=188
	Facebook	**49%** N=156
	Instagram	**36%** N=114
	Twitter/X	**8%** N=26
	Nextdoor	**22%** N=68
	Other	**10%** N=32
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native	**4%** N=11
	Asian	**3%** N=9
	Black or African American	**2%** N=5
	Native Hawaiian or Other Pacific Islander	**1%** N=4
	White	**82%** N=252

Custom	What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	A race not listed	**20%** N=61
	Do you live within the city limits of South Lake Tahoe?	Yes, year-round	**87%** N=276
		No, I live outside city limits	**5%** N=16
		Yes, part-time/ seasonally	**9%** N=27
Demographic	How many years have you lived in South Lake Tahoe?	Less than 2 years	**6%** N=20
		2-5 years	**18%** N=57
		6-10 years	**20%** N=63
		11-20 years	**19%** N=59
		More than 20 years	**38%** N=120
	Which best describes the building you live in?	Single-family detached home	**57%** N=183
		Townhouse or duplex (may share walls but no units ..	**22%** N=70
		Condominium or apartment (have units above or bel..	**21%** N=66
		Mobile home	**0%** N=1
		Other	**0%** N=

Demographic

Do you rent or own your home?	Rent	56% N=178
	Own	44% N=140
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than $300	1% N=2
	$300 to $599	3% N=8
	$600 to $999	13% N=42
	$1,000 to $1,499	11% N=34
	$1,500 to $2,499	32% N=101
	$2,500 to $3,999	33% N=104
	$4,000 to $6,999	6% N=18
	$7,000 to $9,999	2% N=6
	$10,000 or more	0% N=1
Do any children 17 or under live in your household?	No	80% N=253
	Yes	20% N=64
Are you or any other members of your household aged 65 or older?	No	78% N=248

Demographic	Are you or any other members of your household aged 65 or older?	Yes	**22%** N=69
	How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than $25,000	**8%** N=26
		$25,000 to $49,999	**13%** N=40
		$50,000 to $74,999	**18%** N=56
		$75,000 to $99,999	**14%** N=44
		$100,000 to $149,999	**26%** N=81
		$150,000 to $199,999	**7%** N=22
		$200,000 to $299,999	**8%** N=26
		$300,000 or more	**4%** N=12
	Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish origin	**74%** N=232
		Yes, I consider myself to be of Hispanic, ..	**26%** N=80
	In which category is your age?	18-24 years	**4%** N=12
		25-34 years	**29%** N=91
		35-44 years	**17%** N=53

Demographic	In which category is your age?	45-54 years	**14%** N=44
		55-64 years	**21%** N=67
		65-74 years	**11%** N=34
		75 years or older	**5%** N=17
	What is your gender?	Woman	**49%** N=154
		Man	**51%** N=162

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in South Lake Tahoe.

	Excellent	Good	Fair	Poor	Don't know
South Lake Tahoe as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
South Lake Tahoe as a place to raise children	1	2	3	4	5
South Lake Tahoe as a place to work	1	2	3	4	5
South Lake Tahoe as a place to visit	1	2	3	4	5
South Lake Tahoe as a place to retire	1	2	3	4	5
The overall quality of life in South Lake Tahoe	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of South Lake Tahoe	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in South Lake Tahoe	1	2	3	4	5
Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in South Lake Tahoe	1	2	3	4	5
Overall quality of natural environment in South Lake Tahoe	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in South Lake Tahoe	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in South Lake Tahoe to someone who asks	1	2	3	4	5
Remain in South Lake Tahoe for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In South Lake Tahoe's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the South Lake Tahoe community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the South Lake Tahoe community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in South Lake Tahoe	1	2	3	4	5
Variety of business and service establishments in South Lake Tahoe	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in South Lake Tahoe	1	2	3	4	5
Overall image or reputation of South Lake Tahoe	1	2	3	4	5

7. Please also rate each of the following in the South Lake Tahoe community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in South Lake Tahoe	1	2	3	4	5
Ease of travel by public transportation in South Lake Tahoe	1	2	3	4	5
Ease of travel by bicycle in South Lake Tahoe	1	2	3	4	5
Ease of walking in South Lake Tahoe	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in South Lake Tahoe	1	2	3	4	5
Overall appearance of South Lake Tahoe	1	2	3	4	5
Cleanliness of South Lake Tahoe	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in South Lake Tahoe	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information	1	2
Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in South Lake Tahoe	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, microtransit, or other public transportation instead of driving	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

9. Please rate the quality of each of the following services in South Lake Tahoe.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
South Lake Tahoe open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of South Lake Tahoe government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to South Lake Tahoe	1	2	3	4	5
The overall direction that South Lake Tahoe is taking	1	2	3	4	5
The job South Lake Tahoe government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in South Lake Tahoe government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of South Lake Tahoe	1	2	3	4	5
The Federal Government	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of South Lake Tahoe	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe	1	2	3	4
Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in South Lake Tahoe	1	2	3	4
Overall quality of natural environment in South Lake Tahoe	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in South Lake Tahoe	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Do you identify as a person with a physical disability or other chronic condition?

❍ No (skip to question #15) ❍ Yes (go to question #14)

14. How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?

	Major barrier	Moderate barrier	Minor barrier	Not a barrier	Don't know
Transportation to/from parks or City facilities	1	2	3	4	5
Lack of ADA-compliant parking options	1	2	3	4	5
Lack of ramps and accessible walkways	1	2	3	4	5
Narrow/inaccessible entrances	1	2	3	4	5
Lack of accessible restrooms	1	2	3	4	5
Inaccessible counter heights	1	2	3	4	5
Lack of proper signage	1	2	3	4	5

15. How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?

	Major barrier	Moderate barrier	Minor barrier	Not a barrier	Don't know
Lack of information	1	2	3	4	5
Language barriers/lack of translation services	1	2	3	4	5
Lack of accommodations for those with hearing or visual impairments	1	2	3	4	5
Schedule conflicts	1	2	3	4	5
Lack of childcare	1	2	3	4	5

16. Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, service, or event? ❍ No ❍ Yes

17. Please indicate to what extent you agree or disagree with the following statements:

	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree	Don't know
I feel included in the South Lake Tahoe community	1	2	3	4	5
There are many service opportunities for me to contribute to the community	1	2	3	4	5
My input, when provided, is considered in City decision-making	1	2	3	4	5

18. Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Affordable housing	1	2	3	4
Efforts to reduce homelessness	1	2	3	4
Actions to reduce climate change/achieving carbon neutrality goals	1	2	3	4
Equitable accessibility and inclusion in the community	1	2	3	4
Disaster preparedness and resiliency	1	2	3	4
Improving/maintaining the quality of City facilities	1	2	3	4
High-speed internet improvements	1	2	3	4

19. Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)

❍ Visiting City offices
❍ City website (cityofslt.us)
❍ City e-newsletter
❍ Text notifications
❍ Direct emails from the City
❍ Direct mailings from the City
❍ Utility bill inserts
❍ Local newspapers or print media
❍ Online media publications
❍ Text notifications
❍ Facebook
❍ Instagram
❍ Twitter/X
❍ Nextdoor
❍ Other

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in South Lake Tahoe?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ Single-family detached home
❍ Townhouse or duplex (may share walls but no units above or below you)
❍ Condominium or apartment (have units above or below you)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $300
❍ $300 to $599
❍ $600 to $999
❍ $1,000 to $1,499
❍ $1,500 to $2,499
❍ $2,500 to $3,999
❍ $4,000 to $6,999
❍ $7,000 to $9,999
❍ $10,000 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 to $199,999
❍ $200,000 to $299,999
❍ $300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

❍ No ❍ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian
❑ Black or African American
❑ Native Hawaiian or Other Pacific Islander
❑ White
❑ A race not listed

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

❍ Agender/I don't identify with any gender
❍ Genderqueer/gender fluid
❍ Non-binary
❍ Transgender man
❍ Transgender woman
❍ Two-spirit
❍ Identify in another way

D15. Do you live within the city limits of South Lake Tahoe?

❍ Yes, year-round ❍ Yes, part-time/seasonally
❍ No, I live outside city limits

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

South Lake Tahoe

The National Community Survey™

2024 Results

Polco

Civic Communication & Analytics Platform

Smarter, better-connected communities. A civic surveying, policy polling, and constituent communication tech platform.

Visit us online at

polco.us

National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

Exclusive Partners

ICMA

NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

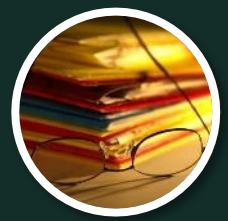
Resident Surveys in Local Governance



Monitor trends in resident opinion



Measure government performance



Inform budget, land use, strategic planning decisions



Benchmark against other communities

The NCS™ Facets of Community Livability



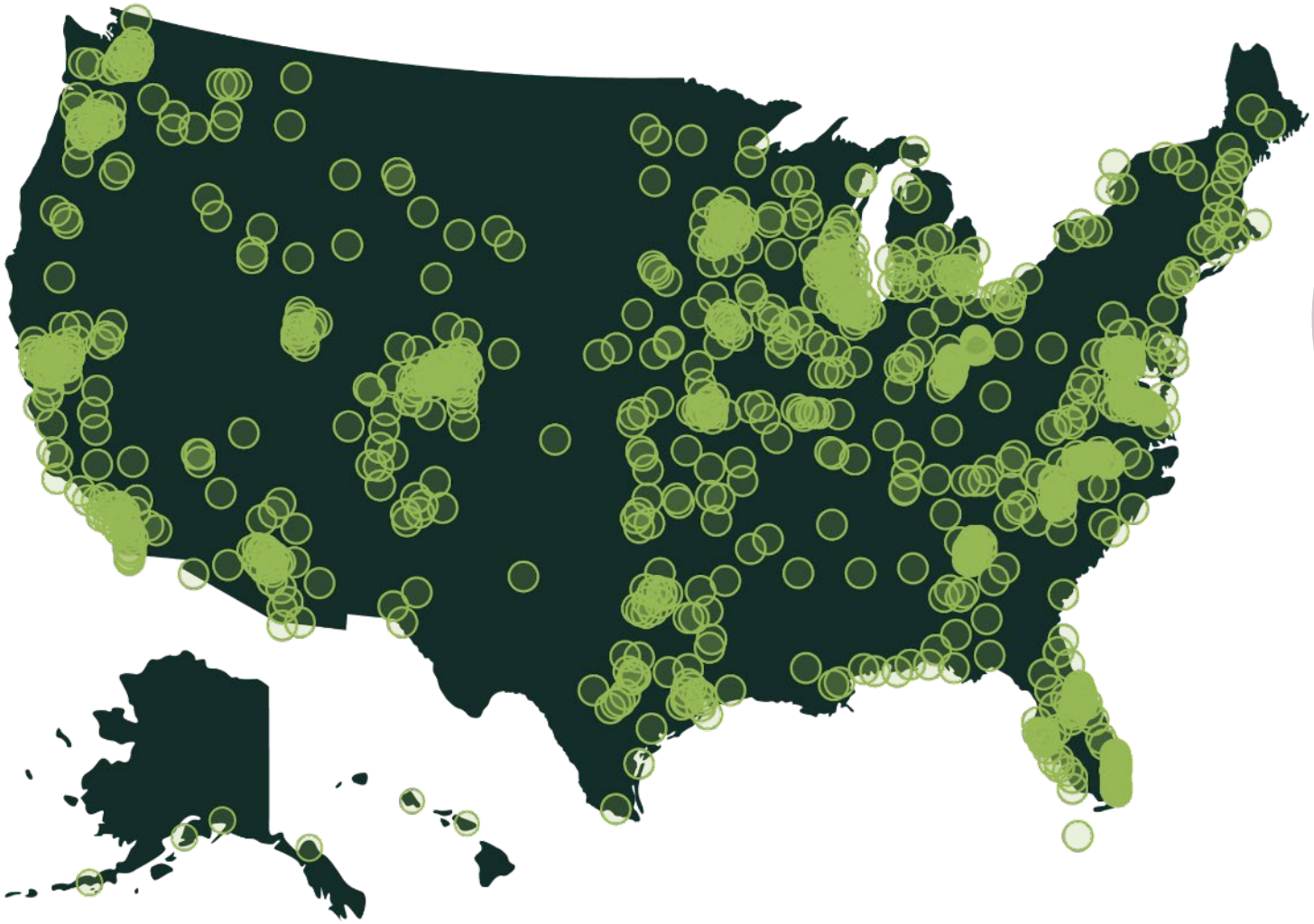
THE NCS™
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in South Lake Tahoe

The NCS™ for South Lake Tahoe, CA

- First time conducting The NCS since 2013
- Survey conducted from February 28th, 2024 – April 16th, 2024
- Mailing approach employed:
  - Probability-based sample of 3,000 randomly selected households
  - 323 total responses received
  - 13% overall response rate
  - Non-probability, open-participation survey: 320 responses
- Results statistically weighted to reflect South Lake Tahoe overall
- 95% confidence interval with a +/- 5.5% margin of error

Polco's Benchmarking Database



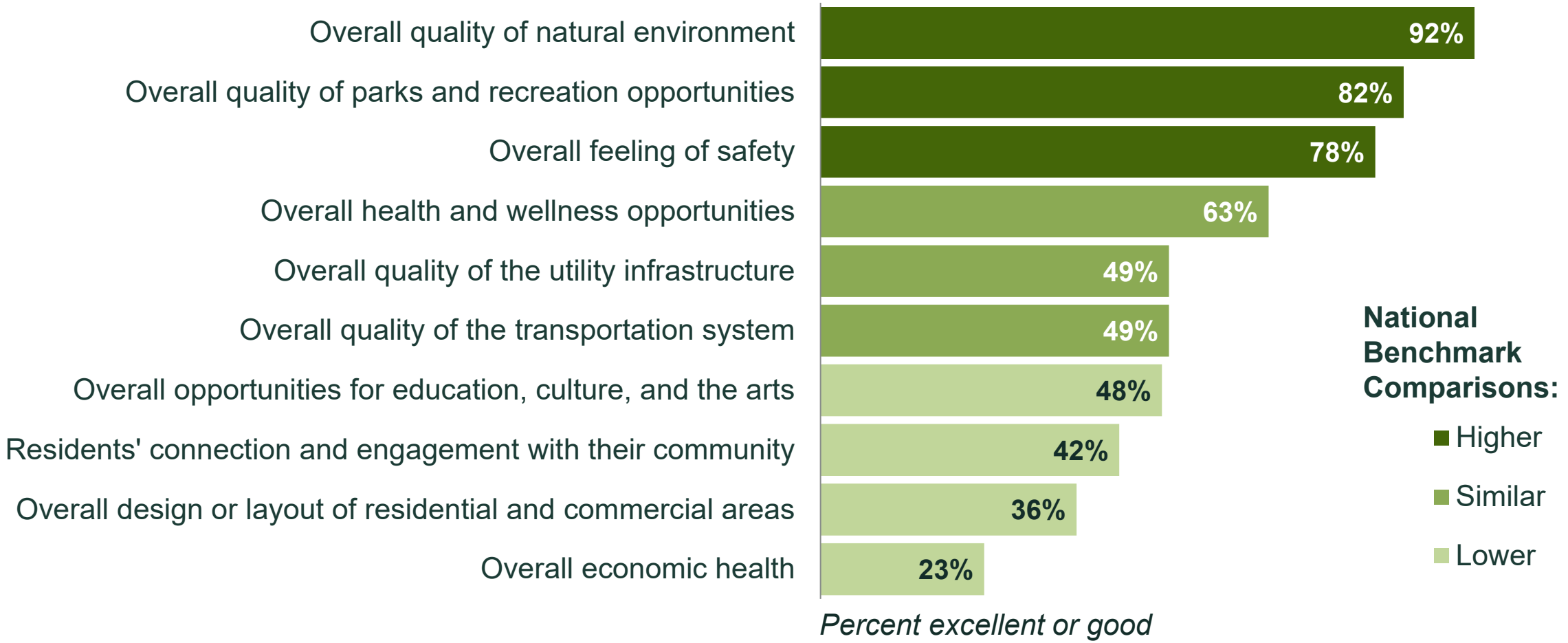
More than **500** comparison communities across the nation.

Representing the opinions of more than **50 million** residents.

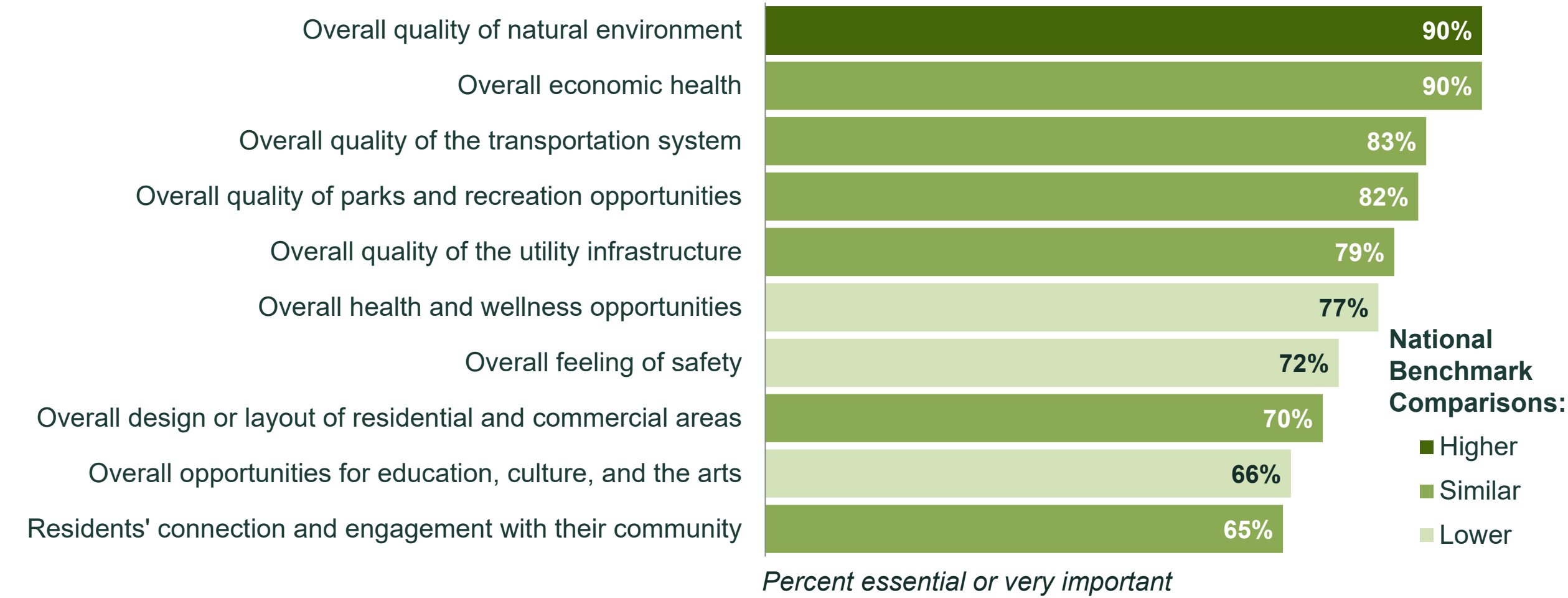
Overview of Survey Results



Facets of Community Livability: **Quality**



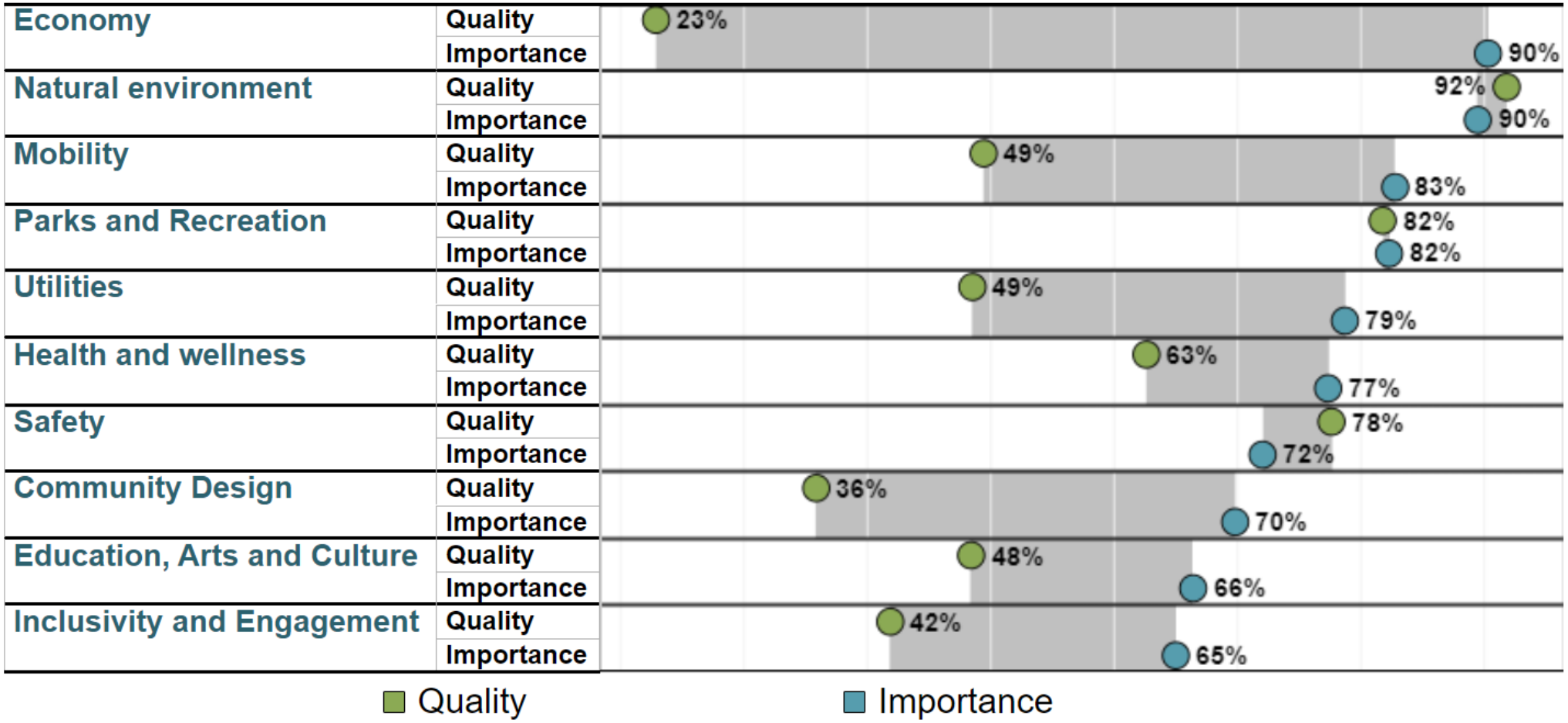
Facets of Community Livability: **Importance**



Balancing Quality and Importance

Quality/Importance Gap Analysis

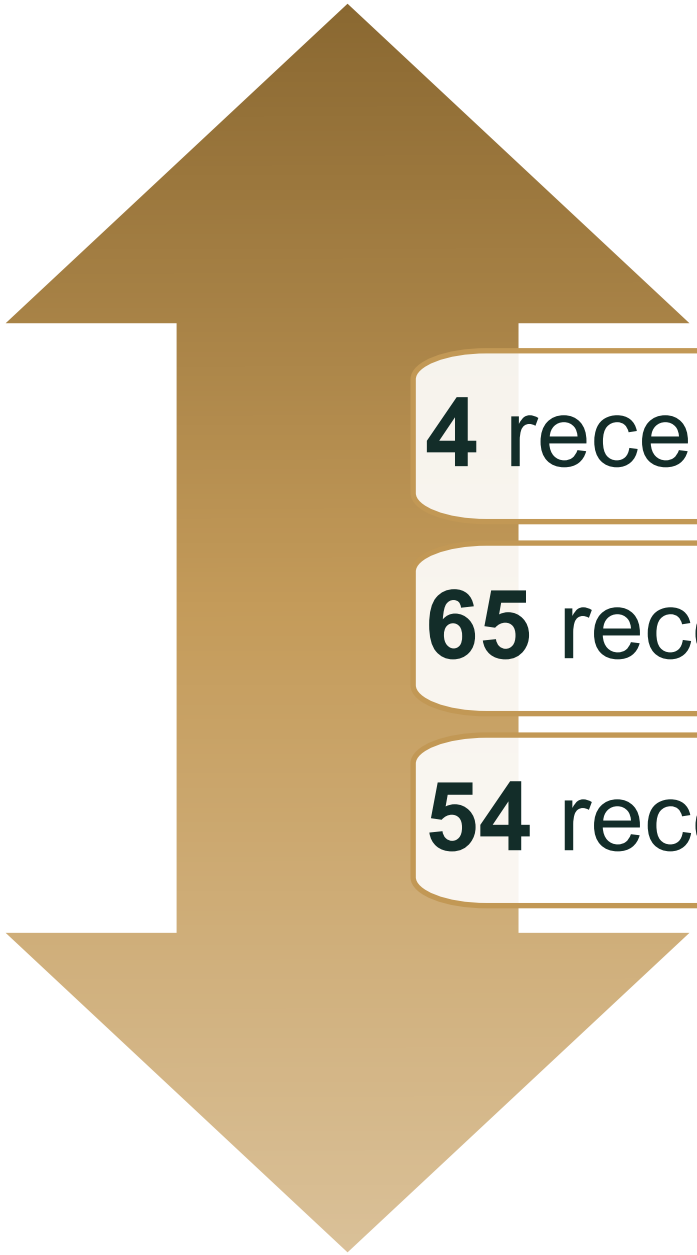
The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



Comparisons to National Benchmarks



Comparisons to Custom Benchmarks



4 received **higher** ratings

65 received **similar** ratings

54 received **lower** ratings

Key Findings



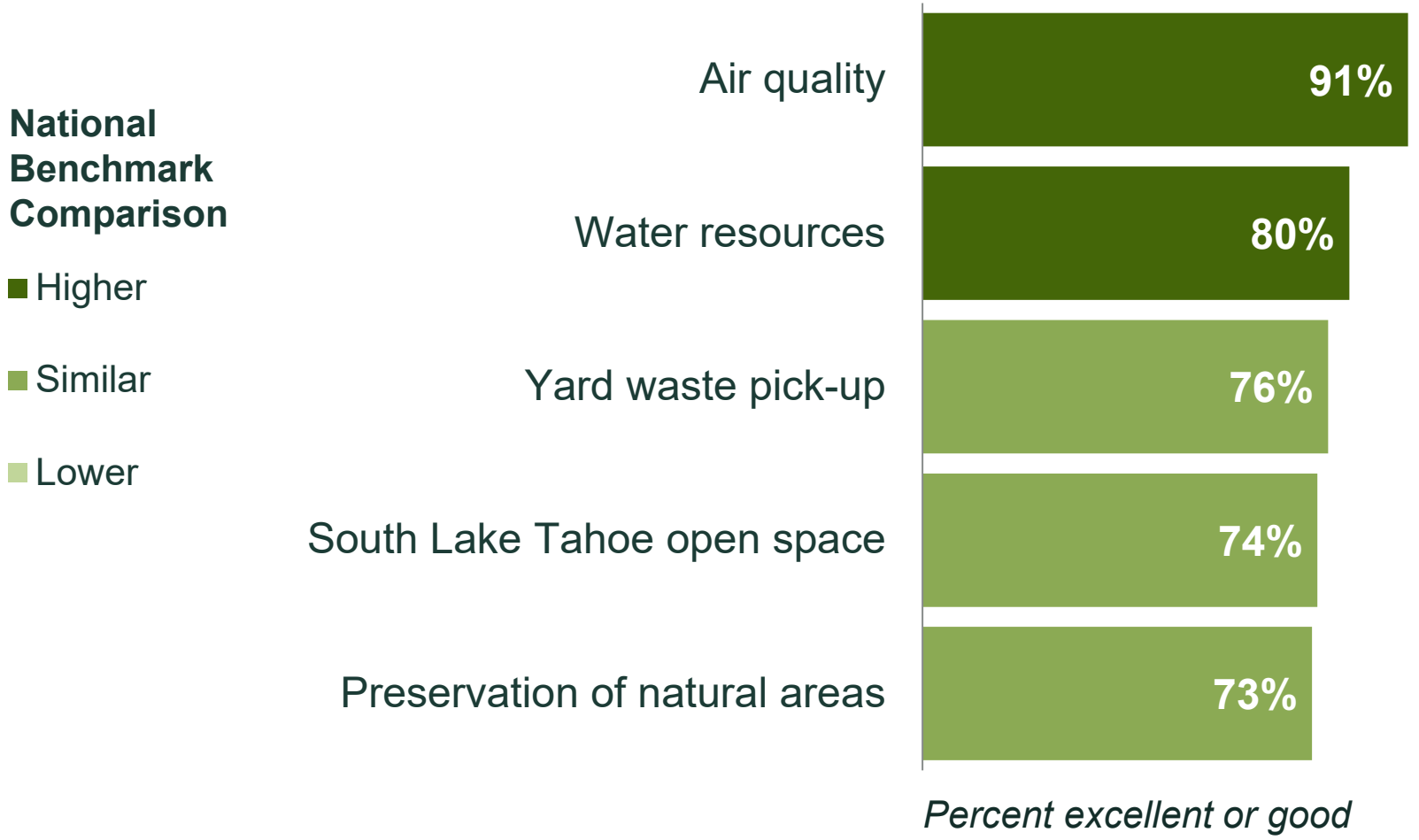
Residents highly value South Lake Tahoe's natural environment and parks and recreation opportunities.



1

Natural Environment in South Lake Tahoe

Please rate each of the following in the South Lake Tahoe community:



Recreation Opportunities in South Lake Tahoe



About

8 in 10

residents gave **excellent** or **good** ratings to fitness opportunities and the availability of paths and walking trails in South Lake Tahoe.

9 in 10 residents
Appreciated recreational opportunities in South Lake Tahoe

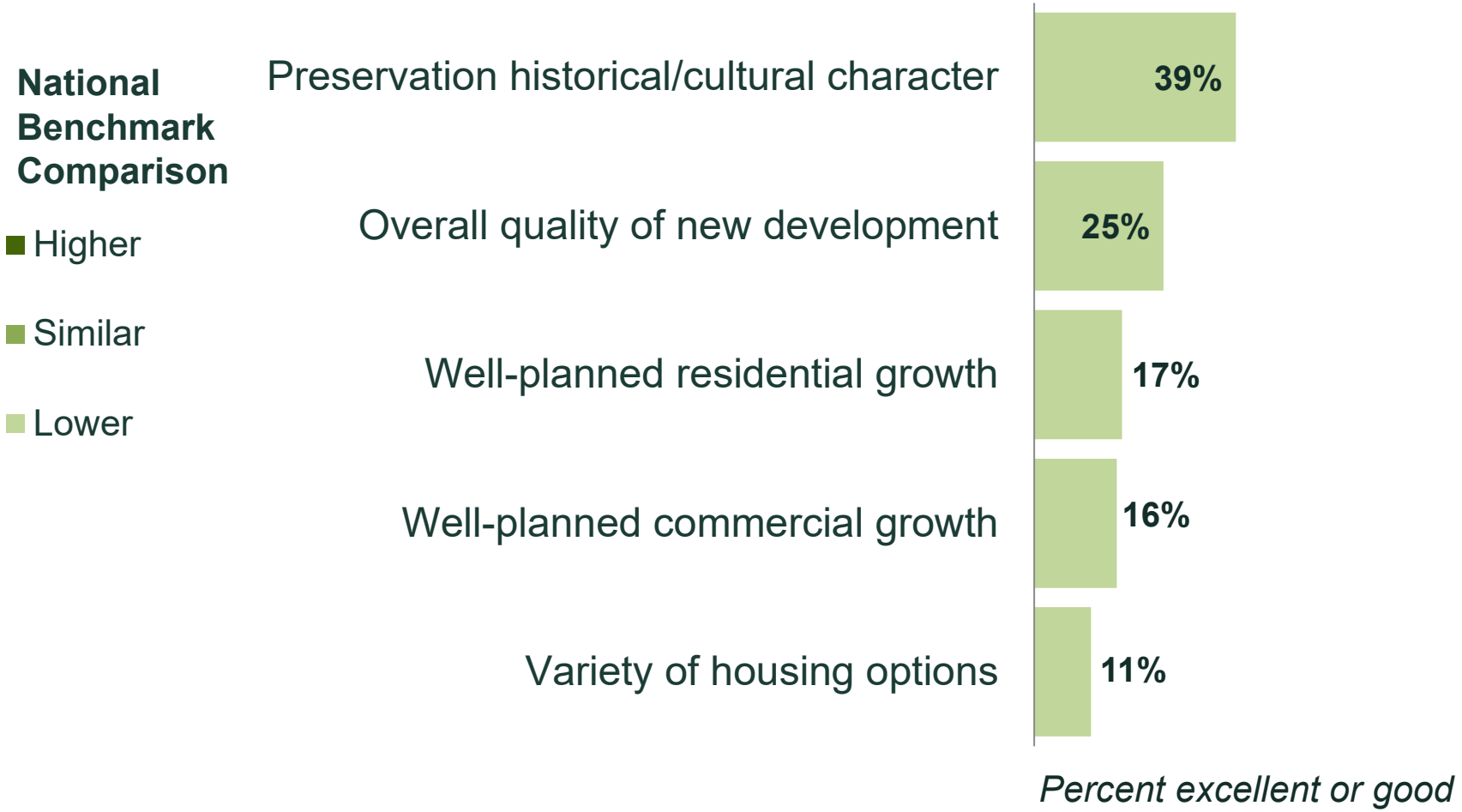
2

Community design and new development may be an area of opportunity for the City.



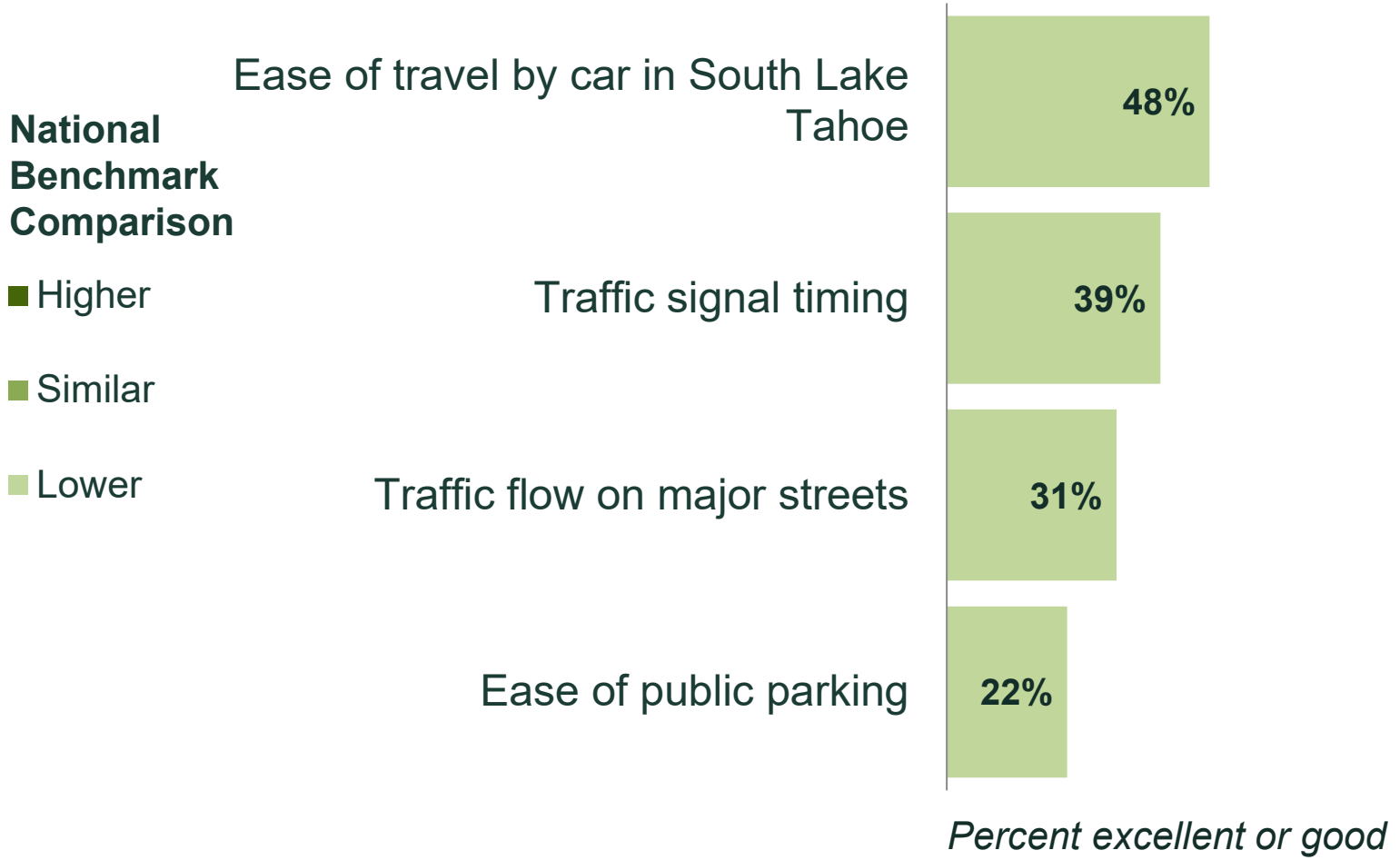
Community Design in South Lake Tahoe

Please rate each of the following in the South Lake Tahoe community:



Mobility in South Lake Tahoe

Please rate each of the following in the South Lake Tahoe community:



Additional Special Topics

13. Do you identify as a person with a physical disability or other chronic condition?

❍ No (skip to question #15) ❍ Yes (go to question #14)

14. How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?

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18. Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.

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Improving/maintaining the quality of City facilities	1	2	3	4
High-speed internet improvements	1	2	3	4

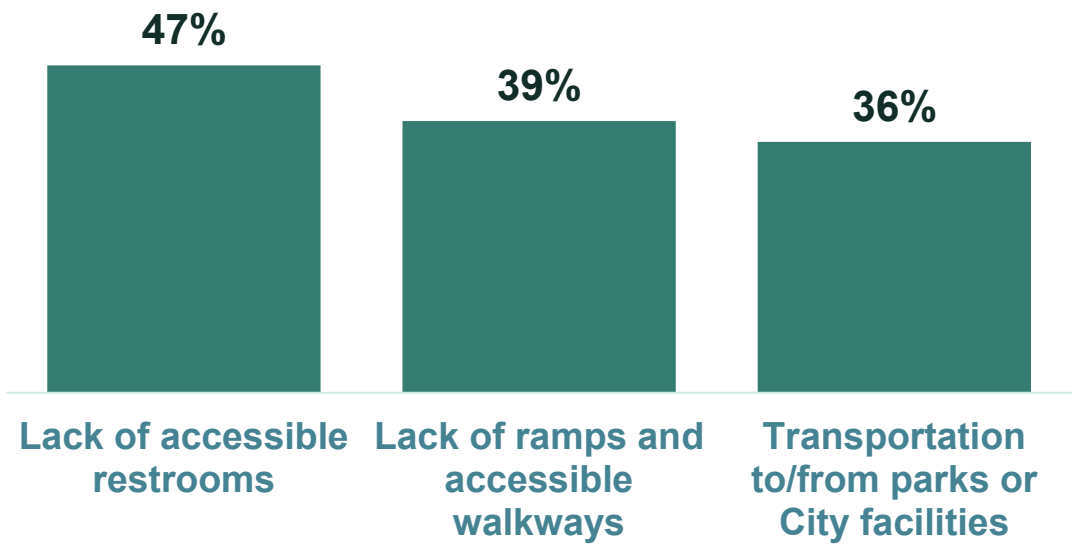
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❍ Online media publications
❍ Text notifications
❍ Facebook
❍ Instagram
❍ Twitter/X
❍ Nextdoor
❍ Other

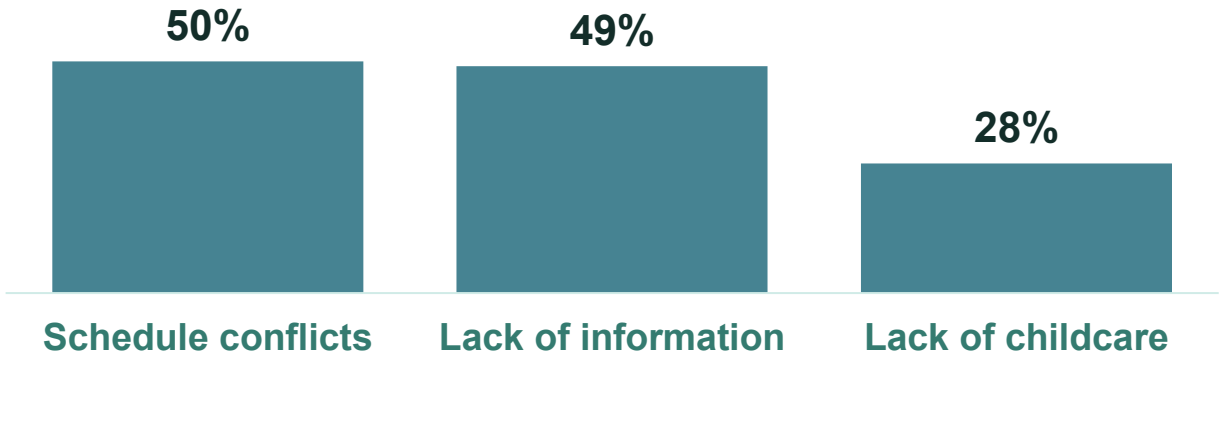
Accessibility

How much of a barrier are each of the following for your participation in City meetings, services, or events?

(Top 3 Barriers)



(Only respondents that identified as having a disability)

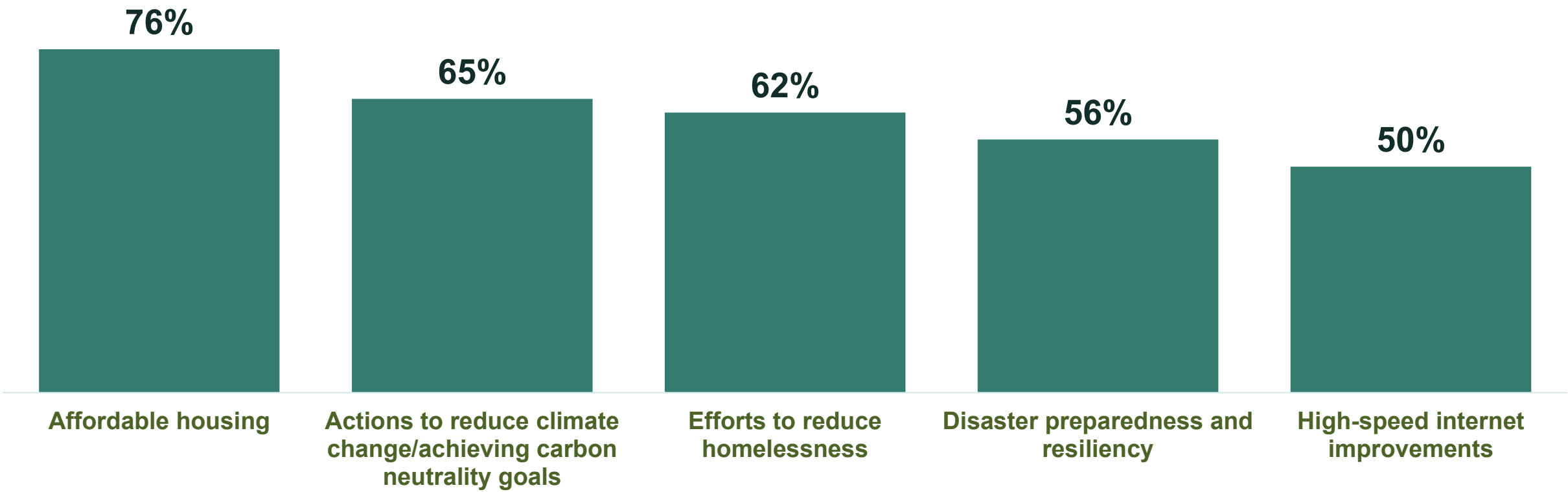


(All Respondents)

**Percent major or moderate barrier*

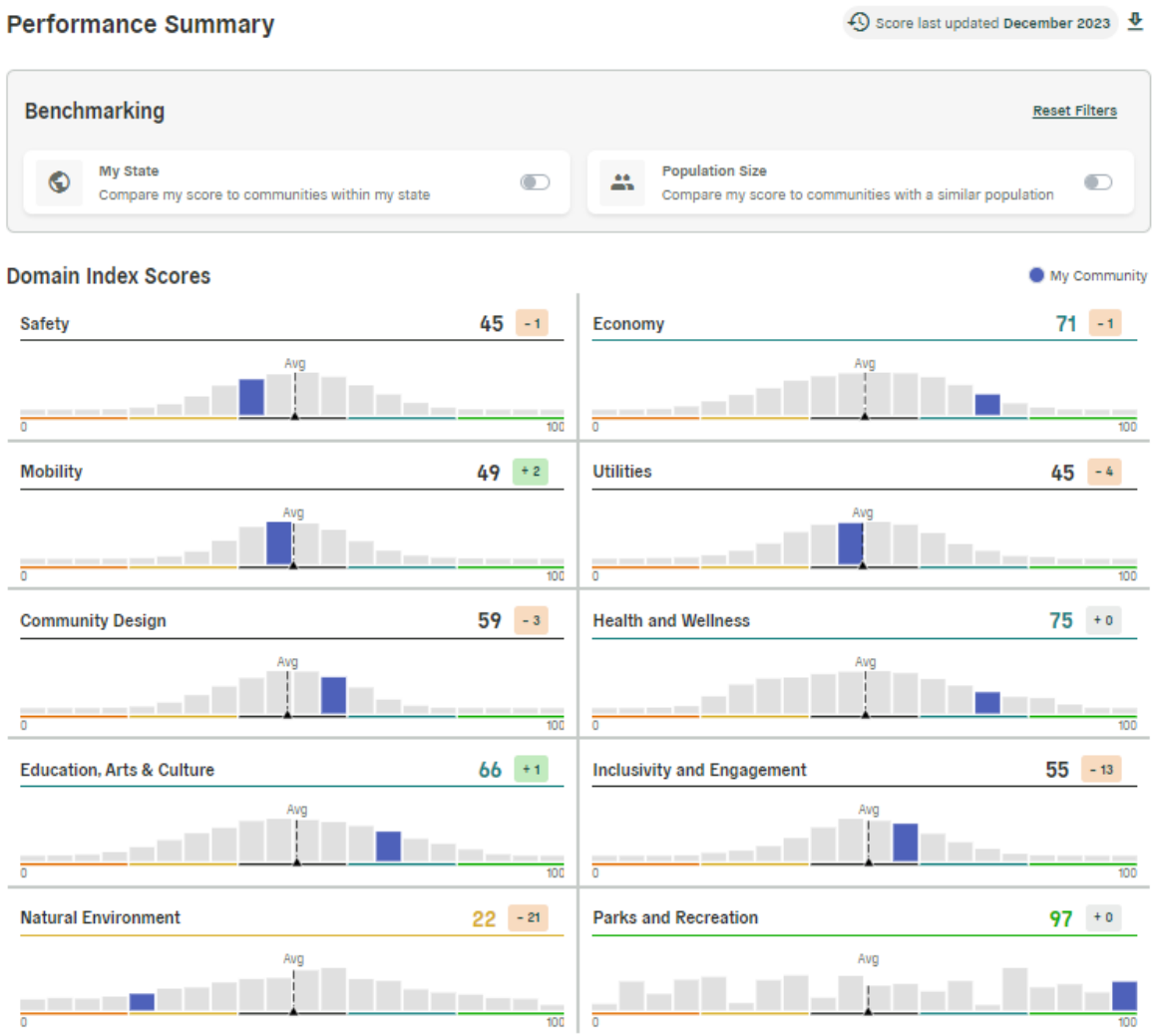
Priorities for the South Lake Tahoe Community

Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.



*Essential or very important

Polco Has the Tools You Need!



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THE NATIONAL COMMUNITY SURVEY™

BalancingAct
BY POLCO

CASOA®
COMMUNITY ASSESSMENT SURVEY FOR OLDER ADULTS®

THE NBS™
THE NATIONAL BUSINESS SURVEY™

THE NLES
THE NATIONAL LAW ENFORCEMENT SURVEY

THE NES™
THE NATIONAL EMPLOYEE SURVEY™

THE NES-LE
THE NATIONAL EMPLOYEE SURVEY LAW ENFORCEMENT

Questions?

Thank you!

Steven Vickers
Survey Research Associate
Polco/National Research Center
steven@polco.us

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:22

Agenda Item: Airport Master Plan Update

Executive Summary: The Lake Tahoe Airport was awarded the FAA grant for the Airport Master Plan Update in 2023 and will be bring forth the updates and alternatives by Jviation. A presentation will be presented to City Council with the updates and City staff is asking for approval of the recommended alternative for the Airport Master Plan. Also, comments from the June 3 open house were considered in the recommended alternative.

Requested Action / Suggested Motions: Pass a Motion selecting Alternative 4 as the recommended alternative in the Airport Master Plan for the purpose of initiating environmental review.

Responsible Staff Member: John Dickinson, Airport Manager

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01- Staff Report Airport Master Plan
02- Presentation Master Plan
03- Comments
04- Comment Log

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Airport Master Plan Update

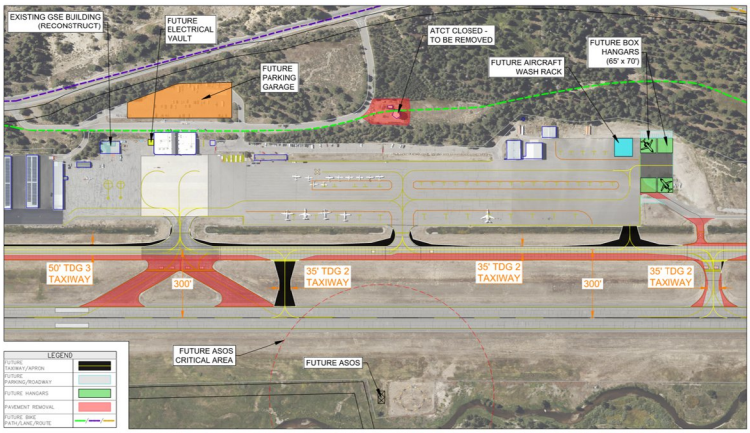
Application Location: Airport

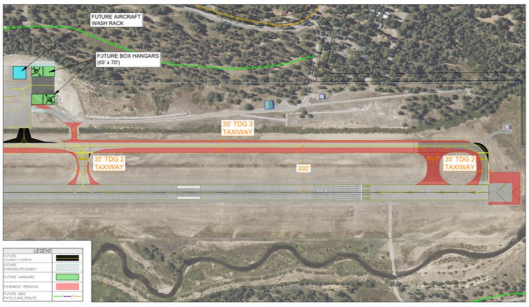
Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

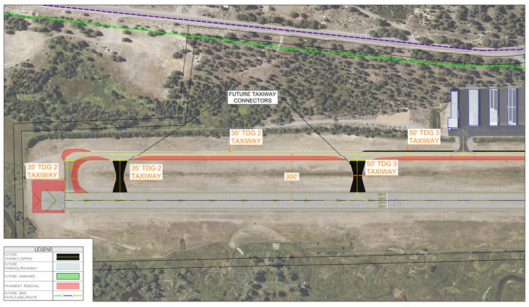
Background: The FAA requires airports to periodically update master plans in accordance with FAA guidance. The Airport Master Plan process evaluates existing facilities, develops a 20-year aviation demand forecast and provides recommended improvements to ensure compliance with FAA standards while meeting aviation forecasted demand. This planning effort will result in an updated Airport Layout Plan which is necessary to secure FAA funding for future projects. Additionally, the process includes review under NEPA and CEQA requirements as well as submittal to TRPA. The City Council is the final decision-maker for any airport project recommended through the Master Plan process.

Issue and Discussion: Jviation, A Woolpert Company ("Consultant") will provide an update on the Airport Master Plan process and seek input from City Council regarding plan elements. The Counsultant will also provide a summary of the Community Open House held at City Hall on June 3 and the four draft alternatives: (1) Null alternative; (2) Design standards alternative; (3) Pavement reduction/hangar alternative; and (4) Recommended alternative. City Council is asked to pass a Motion confirming that Alternative 4 is the recommended alternative for the purpose of initiating environmental review. Please see image below for recommended alternative:

Recommended Alternative







- Reconstruct Ground Service Equipment Facility
- Remove Air Traffic Control Tower
- Incorporate Bike Path onto Airport Property
- Relocate & Upgrade Automated Surface Observing System (ASOS)
- Remove and Reconstruct Taxiway Connectors
- Reduce Pavement Width of Parallel Taxiway to 35 ft./50 ft.
- Designate Future Box Hangar Area
- Reserve Area for Future Parking Garage
- Construct electrical Vault
- Aircraft Wash Rack

Pavement Addition: 126,134 sq. ft.
Pavement Removal: 377,944 sq. ft.

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Financial Implications: The City has contracted with Jviation (C-234-2023 Fifth Amendment to Agreement) to complete the Airport Master Plane Phase 1.

Environmental Considerations: This action of selecting a preferred alternative for environmental review is not “approval” of a project requiring review under California Environmental Quality Act (CEQA) Guidelines section 15352(a) because it is not a decision which commits the City to a definite course of action. Once the recommended alternative is selected, environmental review will begin.

Policy Implications: The associated documents will provide information to decision makers and the public with which to consider the potential implications of adopting the Airport Master Plan Update.



CITY OF
SOUTH LAKE TAHOE

LAKE TAHOE
AIRPORT

AIRPORT MASTER PLAN

City Council Meeting
August 13,2024

Why Do We Master Plan Airports?



- The Master Plan is a systematic approach to the Airport's overall maintenance, development, and operation over the next 20 years
- This planning effort is designed to identify and then plan for current and future airport activity in advance of the actual demand for facilities
- It is important to ensure:
  - safe and orderly development of TVL
  - reflective of the community values and goals
  - a purposeful, inclusive, and educational process

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Roles

This is the City's Master Plan for the Airport

Airport Master Plan

- Reviewed by FAA and CalTrans
- FAA does not approve the Master Plan
- FAA approves only the forecast and the Airport Layout Plan (ALP)
- FAA will conditionally endorse projects (following Master Plan) pending environmental approvals
- FAA funding is considered during a different process

Airport Layout Plan (ALP)

- Airport Sponsor must keep it current
- Airport development must be consistent with the ALP

Partnership

- Federal Aviation Administration (FAA)
- California Department of Transportation (CalTrans), Aeronautics Division
- Tahoe Regional Planning Agency (TRPA)
- City of South Lake Tahoe, Airport Sponsor
- Project Advisory Committee (PAC)

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Key Planning Considerations

Planning Is Not Prejudicial	•FAA and CalTrans mandate against predetermined outcomes •The plan must be based on current conditions, community input, and forecasts
Master Plan Inclusions	•Establish future facility needs •Measure aviation demand •Create the Airport Layout Plan set •Identify funding opportunities and strategies •Integrate relevant environmental considerations/opportunities •Identify compliance issues/recommendations •Coordination with TRPA
Master Plan Exclusions	Marketing strategies or management of the airport Formal business planning

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TVL Planning Considerations

Effectively engage all stakeholders and the public

Assess demand and functionality of the facilities for current and future aviation activity demand

Ensure collaboration with TRPA approval process

Ensure responsible environmental stewardship and alignment with related City goals

Identify future capital improvements based on demand

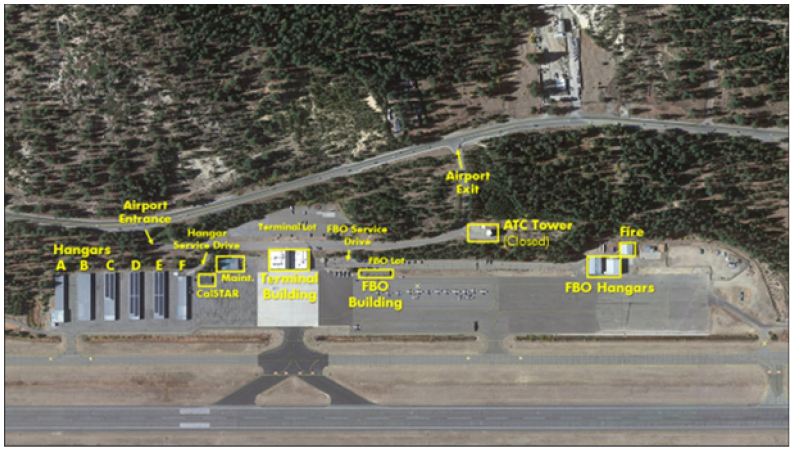
Identify emerging aviation and airport-related technologies and potential future integration

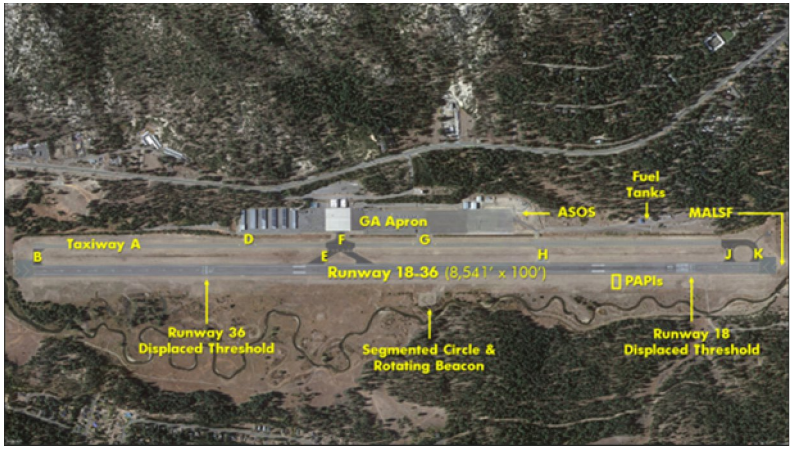
Master Plan Process



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Facility Inventory





LANDSIDE FACILITIES	
Terminal Building	FBO Building
Maintenance	Support Facilities
Fuel Farm	Hangars
Access Roadways, Automobile Parking and RV Storage	Equipment and Related Storage

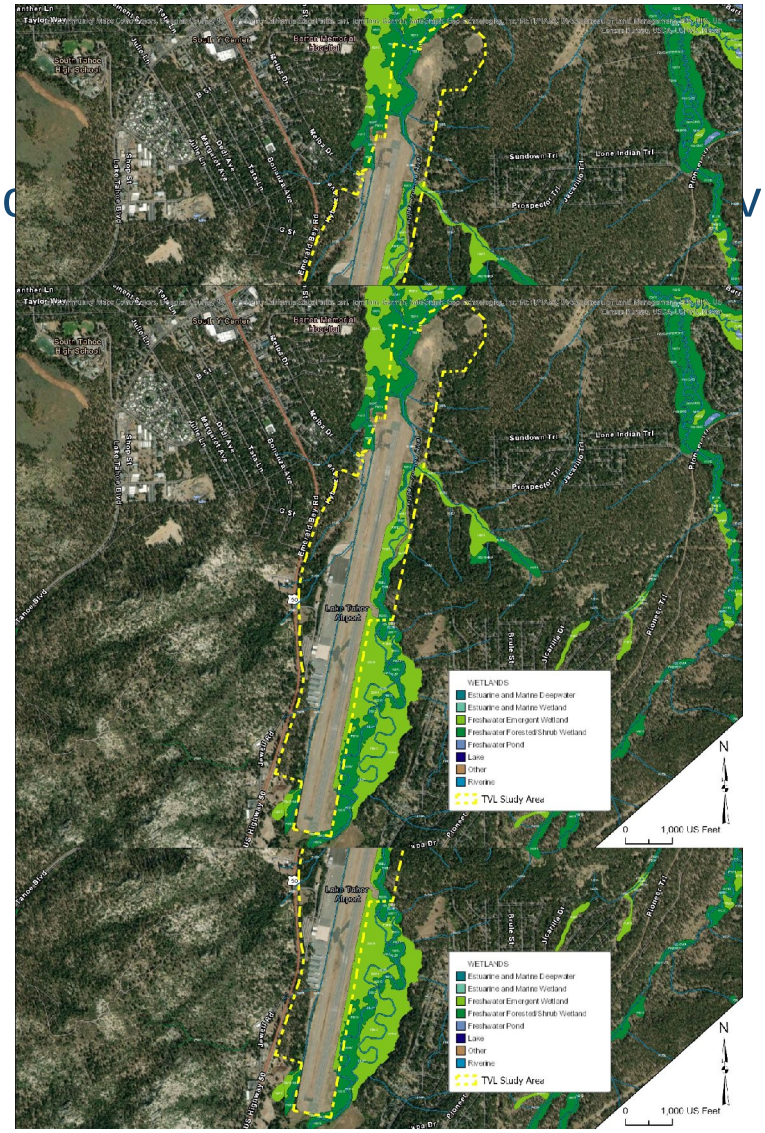
AIRSIDE FACILITIES	
Runway	Taxiway and Connectors
Apron	NAVAIDS
Fuel Farm	

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National Enviro vironmental Inventory

Environmental Category

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Act, Section 4(f) and 6(f) Resources
- Farmlands
- Hazardous Materials, Solid Waste, and Pollution Prevention
- Historical, Architectural, Archeological, and Cultural Resources
- Natural Resources and Energy Supply
- Noise and Noise-Compatible Land Use
- Socioeconomic Impacts, Environmental Justice and Children's Environmental Health and Safety Risks
- Light Emissions, Visual Resources, and Visual Character
- Water Resources
  - Wetlands
  - Floodplain
  - Surface and Ground Waters
  - Wild and Scenic Rivers



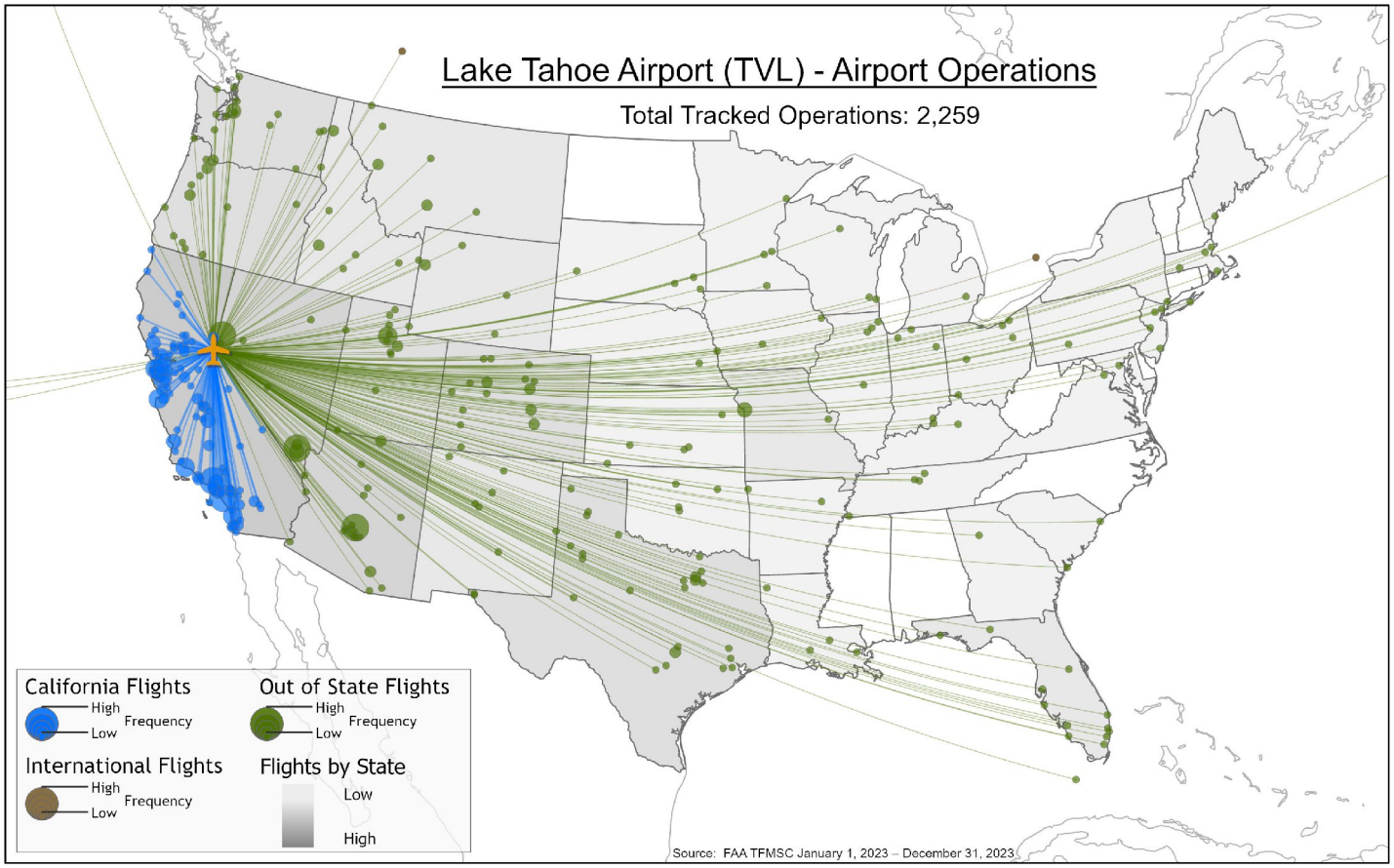
USFWS National Wetlands Inventory, 2024



TVL Study Area

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TVL
Flight Map 2023



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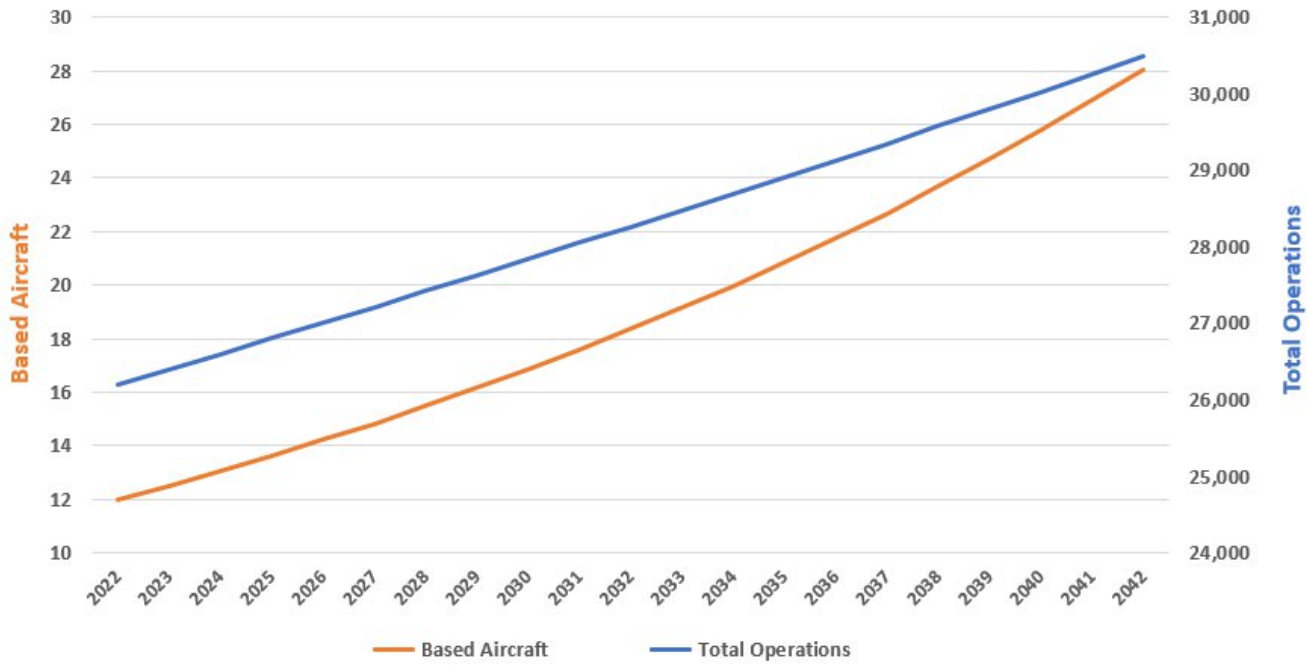
TVL Aviation Demand Forecast 2022-2042

BASED AIRCRAFT FORECAST

- Airfield storage
  - -hangars
  - -tie-downs
  - -apron space
- Support facilities (fuel, etc.)

OPERATIONS FORECAST

- Airfield (runway/taxiway system, capacity, lighting, & NAVAIDs)
- Aircraft Rescue & Firefighting
- Airport Traffic Control Tower
- Snow Removal
- Instrument Approaches

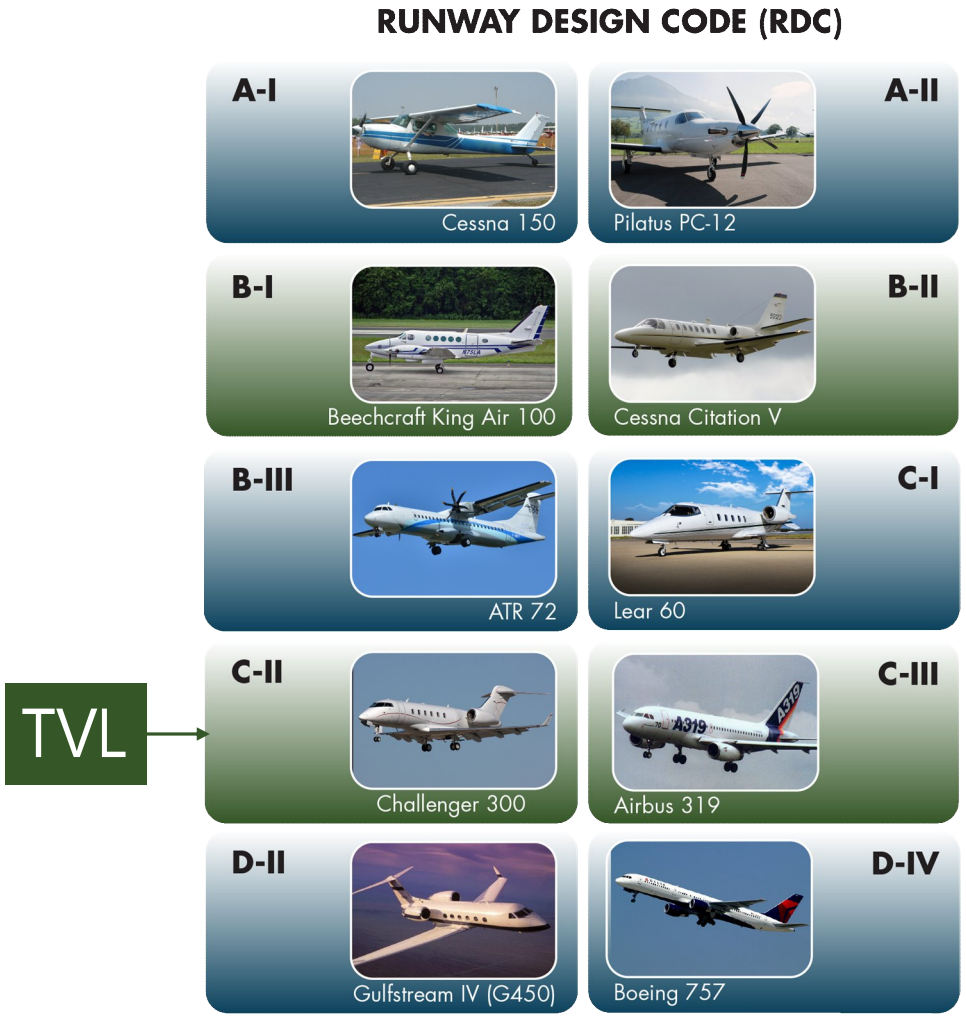


- Forecasting considerations include population, employment, misc. retail, income, hours flown, fleet growth
- The preferred forecasts are driven by:
  - Income for Based Aircraft (4.34%)
  - Population for Operations (0.76%)

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TVL Critical Design Aircraft

- The designation of the critical aircraft for an airport impacts many of the FAA design standards for the airfield such as the required separation distance between a runway and a taxiway
- The aircraft characteristics for this designation includes airspeed, weight and wingspan
- The critical aircraft for an airport is based on 500 or more operations annually
- The future critical design aircraft at TVL is the Challenger 300 and therefore C-II design standards are being utilized for the Master Plan



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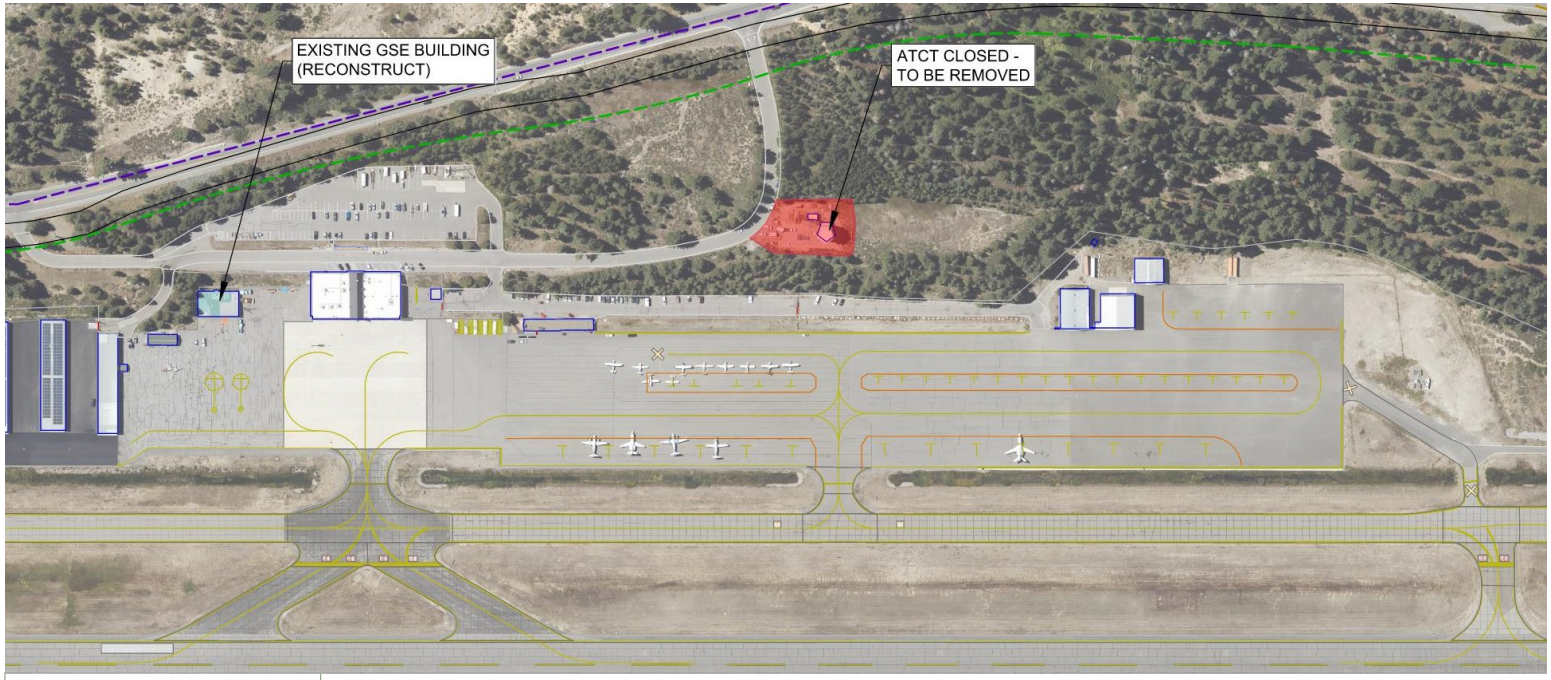
From Facility Requirements to Alternatives

- Facility Requirements are developed based on the identified future needs (Forecast, Tenant Survey, FAA standards, etc.) in comparison to the Airport's current condition (Inventory)
- Recommended improvements:
  - Maintenance of all airport facilities should be continued
  - Remove Air Traffic Control Tower as future aviation demand does not necessitate a tower and current condition is deteriorating
  - Remove high-speed exit taxiways to eliminates direct access to the runway per FAA Design Standards
  - Reduce width and redesign parallel taxiway to meet current FAA Design Standards; with a 50' wide taxiway maintained along a key taxi route for winter snow clearing
  - Relocate Automated Surface Observing System (ASOS) to allow for additional box hangars
  - Designate location for Box Hangars to preserve for future use
  - Reserve area for future parking garage
  - Construct electrical vault to relocate electrical systems outside of the terminal building
- Three draft alternatives were presented to the PAC and Community for consideration
- *A recommended alternative has been developed with input received*
- Project eligibility for FAA grants *does not guarantee* project funding from the FAA

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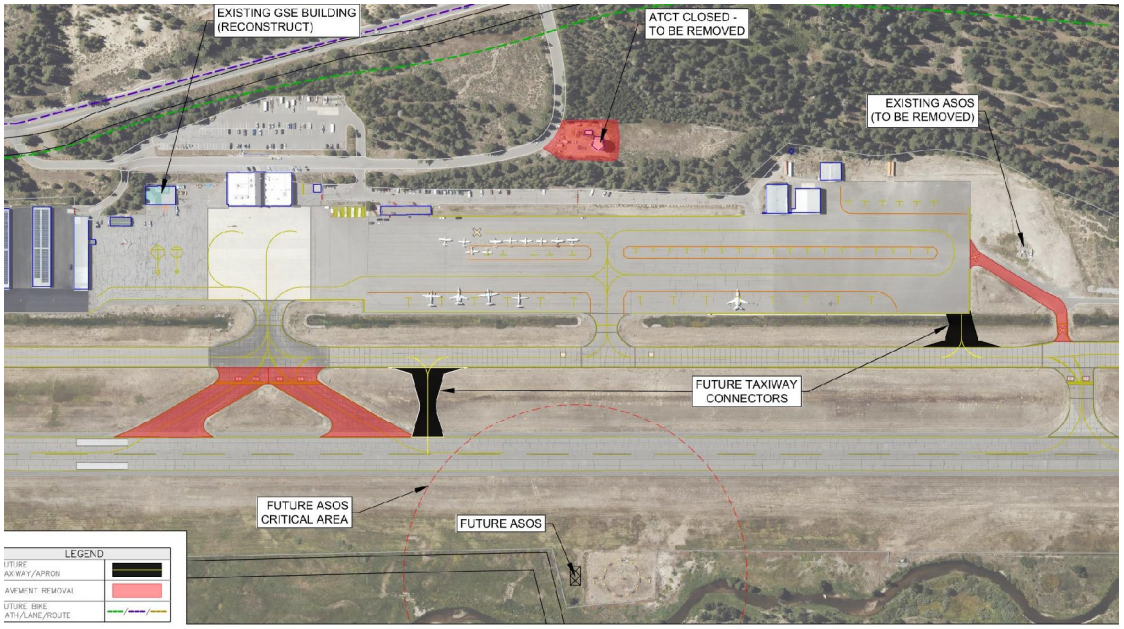
Draft Alternative #1- Null Alternative

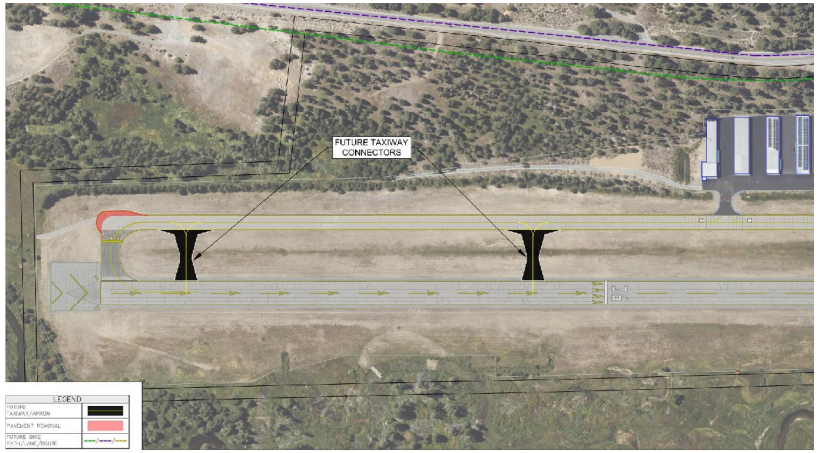
- Reconstruct Ground Service Equipment Facility
- Remove Air Traffic Control Tower
- Incorporate Bike Path onto Airport Property

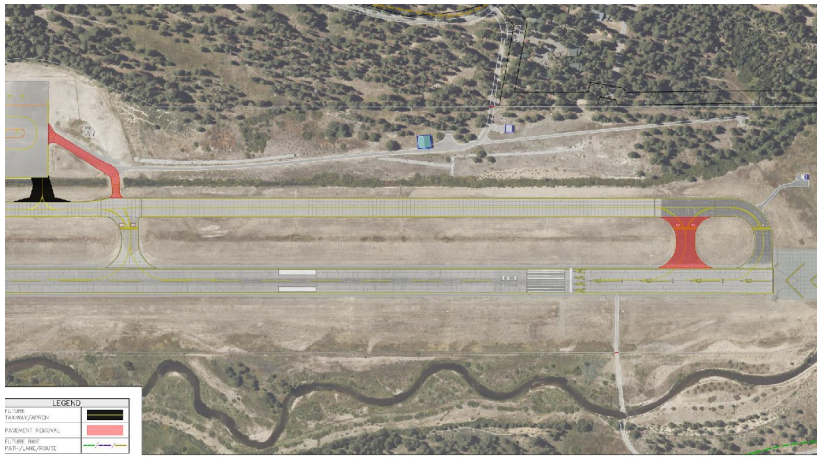


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Draft Alternative #2 – Design Standards





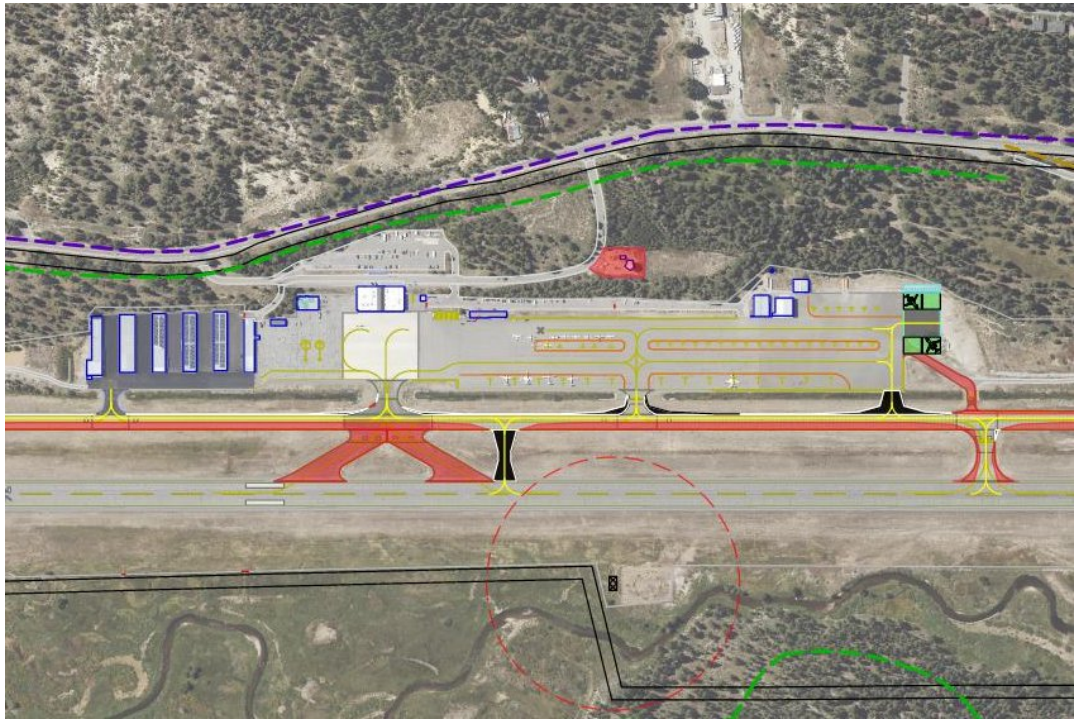


- Reconstruct Ground Service Equipment Facility
- Remove Air Traffic Control Tower
- Incorporate Bike Path onto Airport Property
- Relocate & Upgrade Automated Surface Observing System (ASOS)
- Remove and Reconstruct Taxiway Connectors

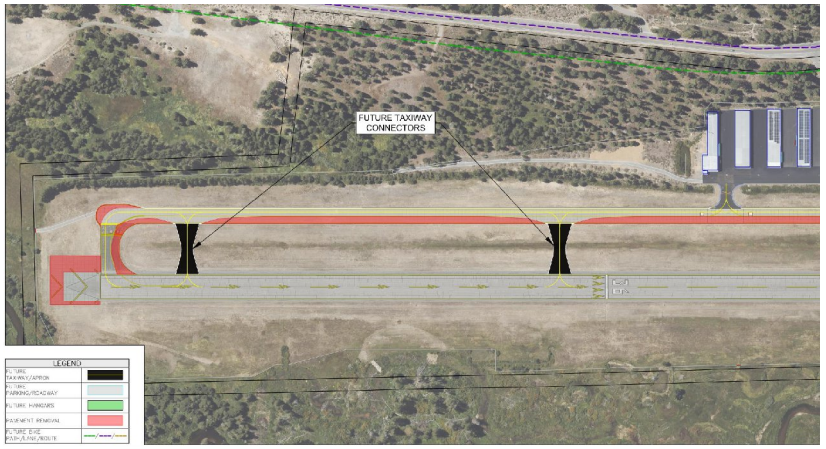
Pavement Addition: 56,674 sq. ft.
Pavement Removal: 105,953 sq. ft.

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Draft Alternative #3 – Pavement Reduction/Hangar



- Reconstruct Ground Service Equipment Facility
- Remove Air Traffic Control Tower
- Incorporate Bike Path onto Airport Property
- Relocate & Upgrade Automated Surface Observing System
- Remove and Reconstruct Taxiway Connectors
- Reduce Pavement Width of Parallel Taxiway to 35 ft.
- Designate Future Box Hangar Area

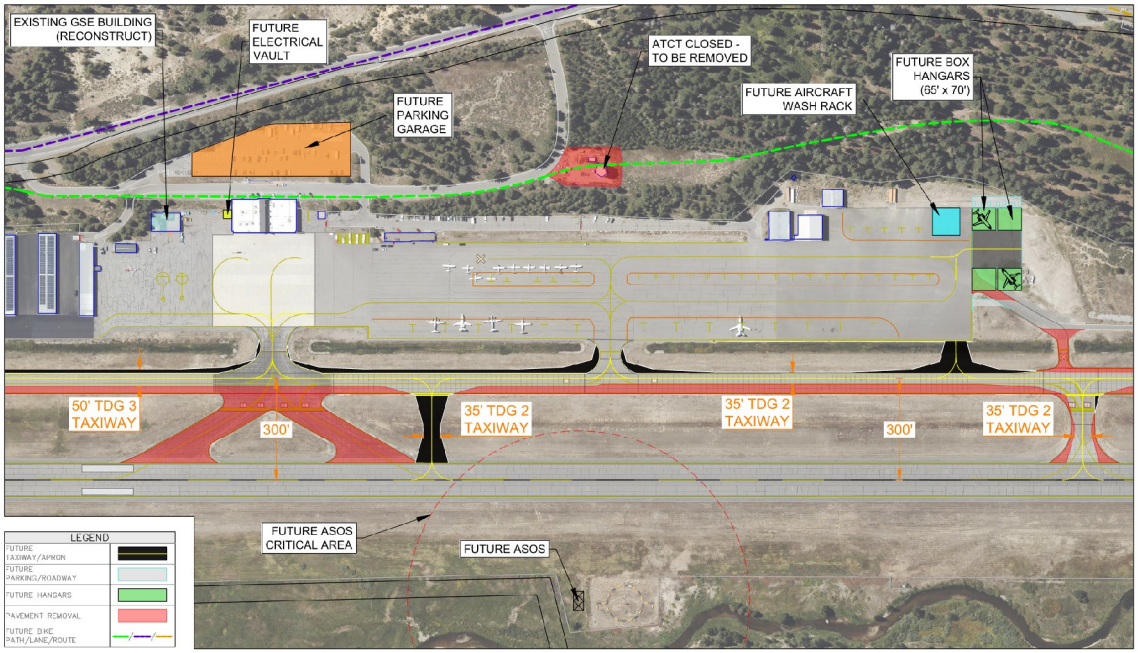


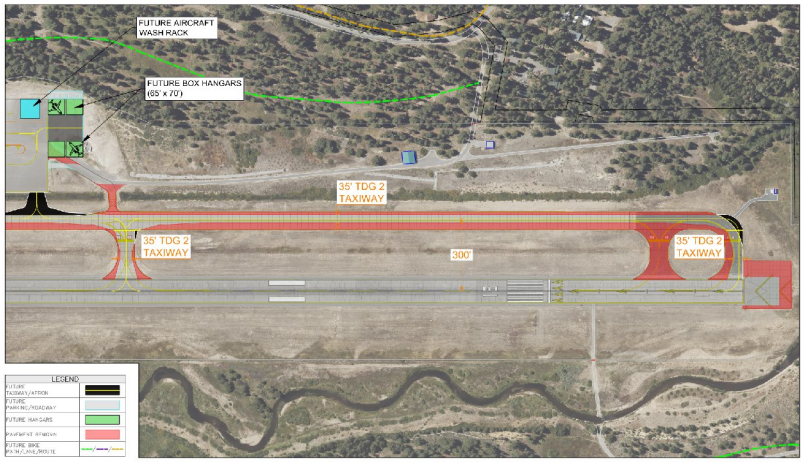


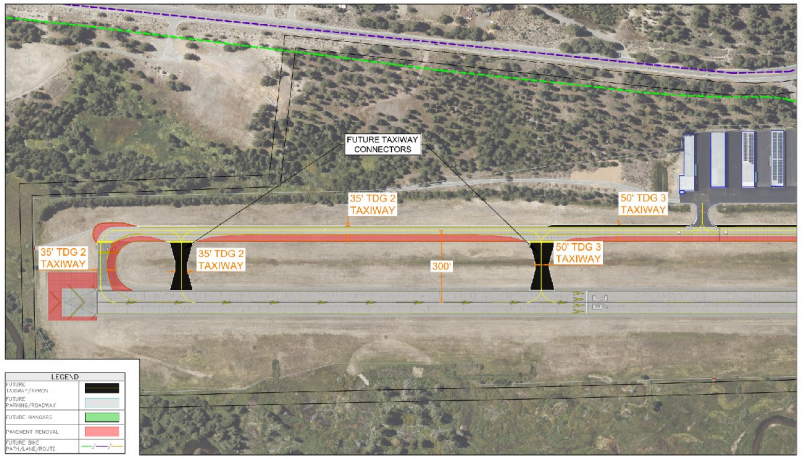
Pavement Addition: 96,531 sq. ft.
Pavement Removal: 402,626 sq. ft.

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Recommended Alternative





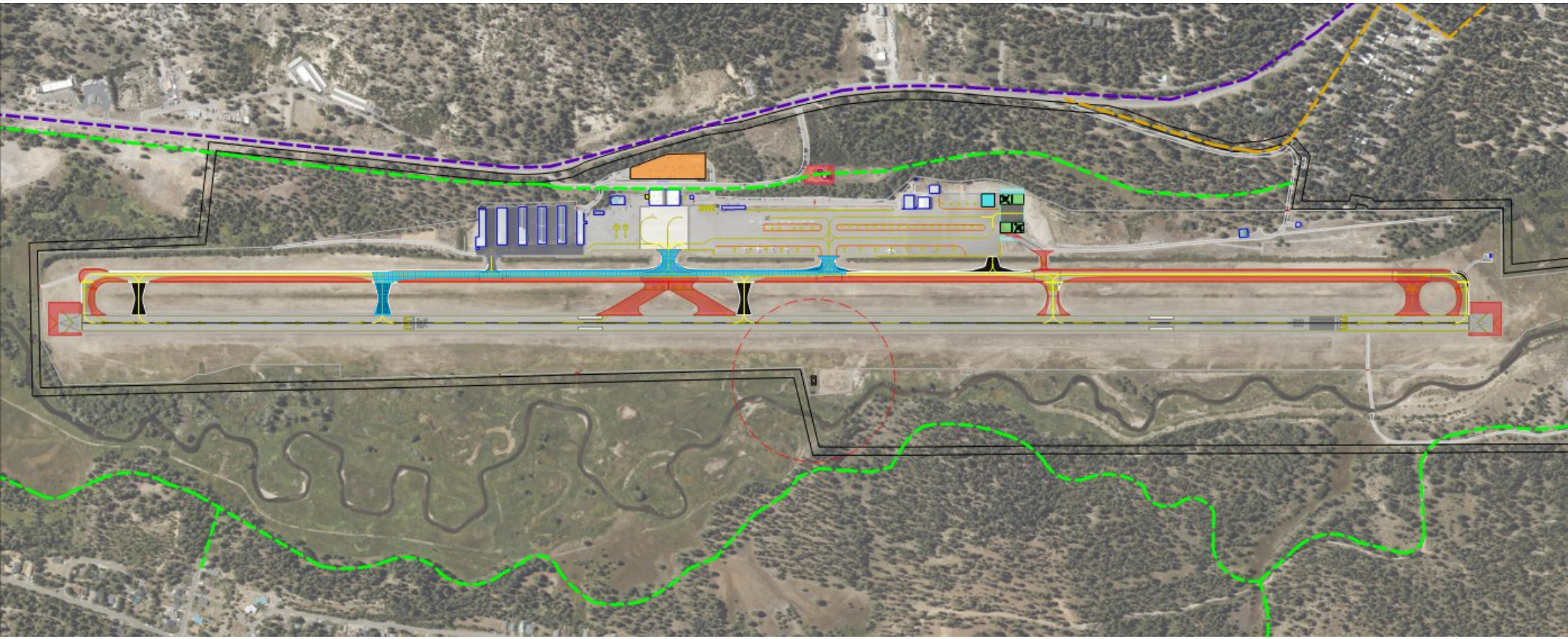


- Reconstruct Ground Service Equipment Facility
- Remove Air Traffic Control Tower
- Incorporate Bike Path onto Airport Property
- Relocate & Upgrade Automated Surface Observing System (ASOS)
- Remove and Reconstruct Taxiway Connectors
- Reduce Pavement Width of Parallel Taxiway to 35 ft./50 ft.
- Designate Future Box Hangar Area
- Reserve Area for Future Parking Garage
- Construct electrical Vault
- Aircraft Wash Rack

Pavement Addition: 126,134 sq. ft.
Pavement Removal: 377,944 sq. ft.

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Recommended Alternative - Winter Operations



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NEPA/CEQA/TRPA Processes

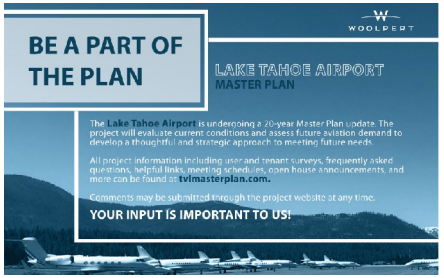
- Through the master planning process, a series of alternatives are developed and refined resulting in a recommended development plan.
- The development of the alternatives includes an analysis to reduce and/or avoid potential environmental impacts while meeting user demand and FAA design standards.
- When the City Council approves the recommended development plan, it becomes the preferred master plan alternative and is incorporated into the Airport Layout Plan (ALP) set.
- The FAA reviews and provides conditional approval of the ALP set, with one of the conditions being environmental review and approval for each project.
- The federal NEPA process begins *if and when the City decides to pursue a project*.
- At the state level, CEQA review follows a similar path/process as NEPA.
- At the regional level, the preferred alternative also goes into review under TRPA criteria once City Council approves the recommended development plan. To aid in this process, TRPA has been engaged in the master plan since its beginning.

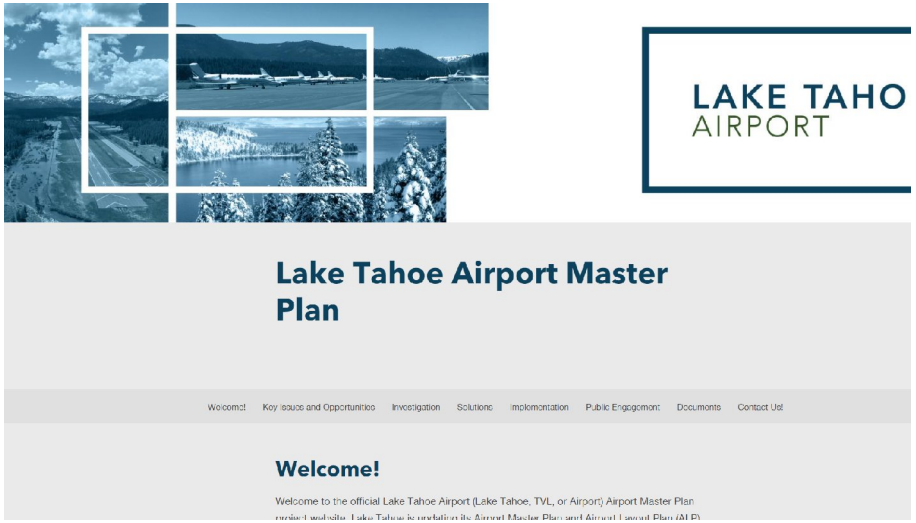
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Community Outreach

- Project Advisory Committee
- Stakeholder Meetings
- Community Meeting
- User, Tenant Surveys
- Media Releases
- Local Government & TRPA Briefings
- FAA and CalTrans collaboration
- Project website: www.tvlmasterplan.com
  - Public Comment Portal







Community Input

Open House Outreach Summary		
May 13 - June 3		
Social Media	Print Ads	Digital Ads
Next Door, Facebook, Instagram, Instagram Reels	Tahoe Daily Tribune	Channel 21
Press Release issued May 15th		

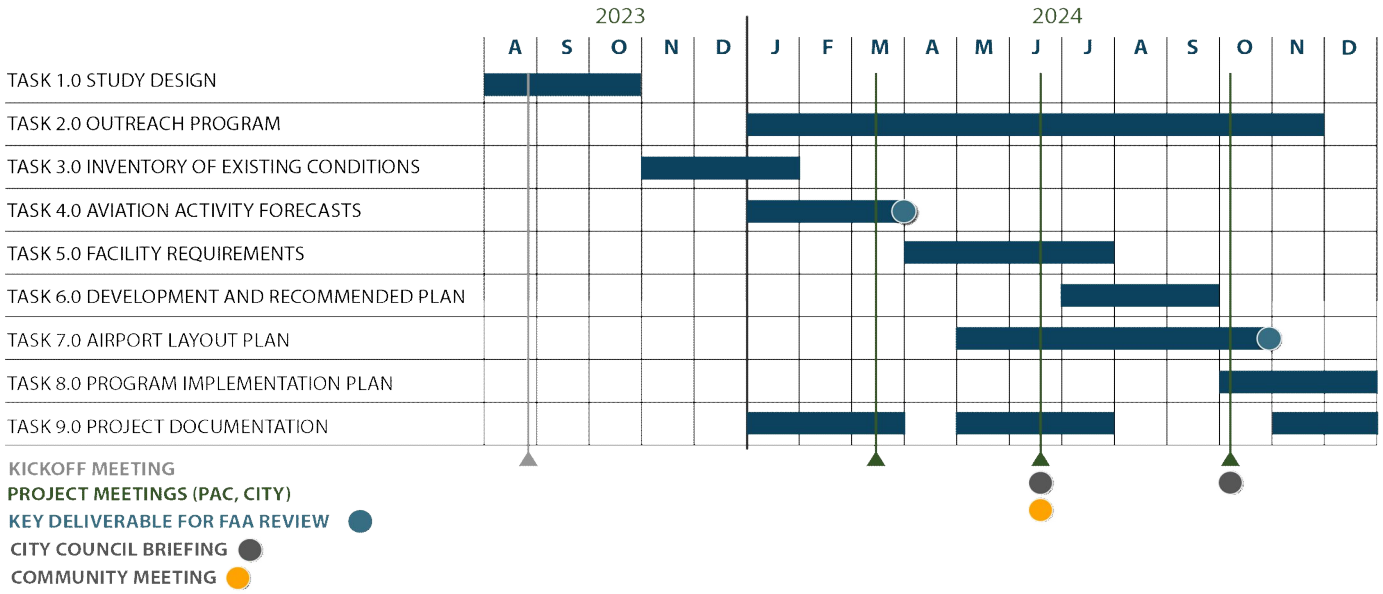


- 20 Comments Received To-Date
- Question & Answer Sheet (posted to project website)
- Summary:
  - 1 requesting addition of commercial air service
  - 1 seeking assistance with drone usage
  - 1 related to airport funding
  - 10 seeking reduction in noise or environmental impacts
  - 4 supporting the Airport
  - 3 left no comment

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Next Steps

- Ongoing Community Outreach Efforts
- Development of Implementation Plan
- Next Series of Meetings: Fall 2024



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THANK YOU!

John Dickinson, Airport Manager
jdickinson@cityofslt.us

Tony Davis, Project Manager
tony.davis@woolpert.com

Patrick Hickman, Environmental Project Manager
PHickman@esassoc.com

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AIRPORT MASTER PLAN PUBLIC COMMENTS

July 22, 2024 | Prepared by Woolpert, Inc.

The Airport received 20 public comments that cover topics including commercial air service, noise, environment, and ongoing operations. Questions that are similar in nature have been grouped by theme and addressed in a Q&A format.

Q&A

1. **Q: Is there a survey available for residents of South Lake Tahoe and El Dorado County?**

   A: An Airport Master Plan-specific survey is available but is designed to obtain feedback from tenants and users. A public comment form is available on the project website.

2. **Q: How many runways does the Airport maintain?**

   A: Lake Tahoe Airport maintains one bi-directional runway that is supported by a full-length parallel taxiway.

3. **Q: Will the Airport accommodate future commercial air service?**

   A: Several factors impact the presence and sustainability of commercial air service at airports around the U.S. In South Lake Tahoe's case, an airline is not likely going to be accommodated in the future and was not considered in the forecast of aviation activity. The priorities for the market area and airport infrastructure do not support the needs of an air carrier. Subsidies, as well as infrastructure improvements and airport operational requirements necessary to be in place for commercial carrier operations are not being considered at this time.

4. **Q: Can Lake Tahoe Airport enable Low Altitude Authorization and Notification Capability (LAANC) for drone users?**

   A: Lake Tahoe Airport is a non-towered airport situated in controlled Class E Surface airspace. LAANC assists drone users with obtaining access to controlled airspace at or below 400 feet above ground level. LAANC services are not provided through the Airport but rather through FAA-approved UAS Service Suppliers (USS) that support LAANC through desktop and mobile applications. These applications provide airspace authorizations only.

5. **Q: Are there required flight paths to and from the Airport?**

   A: Weather conditions influence aircraft operations and flight paths when landing or departing from the Airport. There are approach and departure procedures available at TVL for when pilots are flying in inclement weather, or more commonly referred to as flying under Instrument Flight Rules (IFR). During weather conditions with clear visibility, aircraft may operate under Visual Flight Rules (VFR), which provides additional flexibility when landing or departing at an airfield. There are also voluntary noise abatement procedures that provide recommended flight paths for pilots, which are detailed on the Airport's website.

6. Q: How is the Airport addressing noise concerns?

A: The Airport currently instructs pilots to utilize voluntary noise abatement procedures whenever possible. The safe operation of an aircraft takes precedent and while these maneuvers are not mandatory, they encourage pilots to minimize noise impacts.

Aside from the voluntary noise abatement procedures, the Airport must adhere to noise standards established by the Tahoe Regional Planning Agency (TRPA). These standards are enumerated through Community Noise Equivalent Levels (CNEL), or decibels (dBA). For departing aircraft, the noise threshold is 80 dBA during daylight hours and 77.1 dBA between 8pm and 8am. For arriving aircraft, the thresholds change to 84 dBA for general aviation and commuter aircraft during daylight hours and remain 77.1 dBA between the hours of 8pm and 8am. Noise contours developed for the Airport illustrate that the 80 dBA contour remains on Airport property and is therefore in compliance with TRPA noise standards.

The forecasts of aviation activity developed as part of the Airport Master Plan anticipate that the operational fleet mix will remain similar to the existing user base; and as such, future noise impacts should remain similar to existing conditions.

7. Q: How are impacts to the environment considered in the Airport Master Plan?

A: Environmental impacts associated with the Airport are analyzed through three separate lenses: the Federal government and the National Environmental Policy Act (NEPA), the State government through the California Environmental Quality Act (CEQA), and regionally through the Tahoe Regional Planning Agency (TRPA). Projects identified in the Airport Master Plan process will be evaluated with each of these standards and criteria in mind. More detailed information can be found in Chapter 2 of the Master Plan.

8. Q: Can the Airport reduce private jet traffic?

A: The Airport is a publicly owned, public-use facility, meaning that it can be utilized by any aircraft that can safely conduct operations. Operational safety is determined by each individual aircraft operator based on the requirements of the specific aircraft. As a publicly owned, public-use facility subject to FAA Grant Assurances, the Airport may not restrict airfield usage by any specific type of aircraft. It is important to note that the type of aircraft capable of operating at the Airport is highly dependent on operating conditions including, but not limited to, weather; route distance; fuel; and weight.

Since 1946, the FAA has administered several federal airport financial assistance programs including the Federal Aid to Airports Program (FAAP), the Airport Development Aid Program (ADAP), and the Airport Improvement Program (AIP). Accepting financial assistance under these programs requires airport sponsors to agree to certain assurances linked to the authorizing legislation of the grant programs. The City of South Lake Tahoe has accepted financial assistance under these grant programs and thus the Airport property has become federally obligated for airport purposes.

9. Q: How are the aviation activity forecasts developed and what purpose do they serve?

A: Forecasting is required by the FAA and is subject to guidance in Advisory Circular 150/5070-6B. Forecasts are based on the latest available data and project activity over a specific time period. As these forecasts are strictly projections, certain factors are presumed to influence anticipated activity including geography, demographics, economic characteristics, and other aviation-related influences. Generally, these geographic, demographic, and economic elements can be represented by an airport market area, defined in this Master Plan by three counties that contain realistic users of the facilities based on drive-time accessibility.

An aircraft operation is defined as a takeoff or a landing, so an aircraft arriving at Lake Tahoe Airport and then later departing the Airport constitutes two operations. Based on these factors, the FAA specifies that the Airport can accommodate 230,000 operations per year, or 630 operations per day. Existing operations data indicate the Airport is significantly below that threshold at approximately 26,000 operations per year or 71 operations per day. Per the Master Plan Forecast (Chapter 3), this is expected to grow to slightly over 31,000 annual operations by the year 2042.

The forecasts of aviation activity help determine the level of facilities required to continue safe and efficient operation of the Airport. In this specific instance, the slight increase in forecasted operations does not indicate a requirement for significant changes to existing infrastructure or an increase from current noise levels that meet TRPA standards.

Forecasting aviation activity is not an exact science and requires that assumptions be made. Assumptions are documented in order to understand the rationale behind the projections that are developed.

10. Q: How is the Airport funded and who is going to pay for the improvements?

A: Federally eligible projects can receive funding from the FAA for up to 90 percent of project costs. The additional percentage is often split between the state and airport. Non-federally eligible projects are generally funded by the tenant or beneficiary. A hangar, for example, would be funded by the tenant or developer of the hangar.

The Airport maintains a fee and rental structure developed to provide funding for ongoing operations, local grant contributions, and other non-FAA eligible capital projects.

11. Q: Is the proximity and capacity of other nearby airports considered in the Airport Master Plan?

A: Yes, these facilities are considered, and while individuals may use another airport, there continues to be demand for operations at Lake Tahoe Airport. Minden-Tahoe Airport and other competing airports are considered and documented in Chapter 2, Inventory of Existing Conditions.

12. Q: Is the Airport incorporating multimodal transportation options into its plans?

A: Development alternatives include evaluation of a multi-use path as well as a parking garage that could potentially serve as a multimodal transit hub. It is important to note that the Airport Master Plan is a combination of identified aviation-related facility requirements and stakeholder input.

13. Q: Is any Airport property available for housing development?

A: Per FAA guidance, new housing developments are generally considered an incompatible land use on, or adjacent to, airport property. Another component that impacts the feasibility of housing development on Airport property includes airspace restrictions that limit the height of structures based on proximity to improvements.

DATE RECD	SUBMITTED BY	CONTACT INFORMATION
5/16/2024	Sue Quinn	sequinn53@gmail.com
5/16/2024	Matt Fischer	fischermat@aol.com
5/16/2024	Mel Bird	Sailbirds2000@gmail.com
5/16/2024	Lisa Parsons	backyardadventuregirl@comcast.net
5/17/2024	Nebojsa Ciric	nciric@gmail.com
5/17/2024	Michael Habicht	merhabicht@gmail.com
5/18/2024	Kateri Harrison	harrison@swaleinc.com
5/22/2024	Sheila Benson	Bensonsheil@gmail.com
5/22/2024	Judy Slimm	Jmslimm@gmail.com

5/28/2024	Mike	Ctuan@aol.com
5/30/2024	Sue Quinn	sequinn53@gmail.com
6/3/2024	Dominik Bleeg	djbleeg@gmail.com
6/3/2024	Lewis Knight	GvKnights333@yahoo.com
6/3/2024	Kim Marais	kmarais07@gmail.com
6/21/2024	Lake Tahoe Bicycle Coalition	ltbcboard@gmail.com

6/21/2024	Nick Speal	nick@speal.ca
6/21/2024	Riley Stamper	Rileystampler@gmail.com
6/21/2024	Alecia Rutledge	aleciarutledge@gmail.com
6/21/2024	John Cane	john.cane@gmail.com
6/21/2024	Annette Schoonover	Ams33@att.net

TVL MASTER PLAN - PUBLIC COMMENT LOG
COMMENT
Where is the survey from residents of SLT and El dorado county residents who are effected by the enormous noise factor?
Please bring in Horizon Airlines commercial air service to South Lake Tahoe.
Lived here 40+yrs. The airport had been unsuccessful for most of that time. Now, Lake Tahoe is already maxed out by tourism traffic and pollution. Noise and air pollution and airspace intrusions need to be included in the considerations. Further ..... Why is the word ASSUME used so frequently in the forecasts? Why are you combining 3 counties, with vastly different attractions and resources, into one airport area? Why is there no discussion of noise thresholds or impact studies for increased usage of the facilities? Who's going to pay for the improvements? What's the position of commercial airlines on establishing service to the airport? Why is there no consideration given to gardnerville airport as an alternative or support for increased traffic even tho it's within the 3 county
We need more oversight on the private jets and jet shares coming in and out of the basin. We need better safety and air traffic control. Additionally planes need to follow the required flight paths to lessen the impact on neighborhoods, especially because of the increase in jet traffic.
Lake Tahoe offers beautiful scenery and people often capture photos using drones. It would be great if Tahoe airport enables LAANC (https://www.faa.gov/uas/getting_started/laanc) system to simplify scheduling and approval of the flights.
The airport should always pay for itself. The only people who use it can afford to sustain it. We should never be subsidizing the richest 1% of the world.
Comment on the proposed Airport Master Plan. Climate change has affected the South Lake Tahoe community through increased wildfire risk, reduced snowpack, and increased temperatures. Carbon emissions and associated greenhouse gases have contributed significantly to climate change. The aviation industry is a well know emitter of carbon, nitrogen, and other forms of air pollution. Therefore, the proposed Master Plan should undergo an air quality and sustainability analysis. This should be done in conjunction with an environmental impact report (EIR) consistent with the California Environmental Quality Act (CEQA). Also, please note that TRPA's 2017 Regional Transportation Plan states that the Airport should not be expanded and should rely upon existing facilities. Please note that the Reno airport is located in close proximity to South Lake Tahoe and this should preclude the need to expand the SLT airport. The SLT Airport has an opportunity to become a model of green, low impact, net zero, sustainability. The community should
Bring our lovely airport to life!! Signs on hwy 50, electric car chargers, get the restaurant open! Advertise for them & Tahoe helicopters!! No one coming in or going to Sac would even image pulling into city offices for a good time. I didn't even know we had helicopter tours up here!! We need better signage!! Community events & a static air show!! Maybe career day too!! Show off CalStar!! Our airport is the cutest one I've ever seen!! So much potential to bring it to life. The Lincoln airport does a lot of static air shows, movie nights, etc!! Imagine top gun Maverick playing in the airport!!!
no comment left

no comment left
throughout the south end of town. When the celebrity golf weekend happens I feel like I live back in the sf peninsula listening to commercial airlines taking off and landing at sfo! This environment is no place for large, noisy private or commercial jets. It's not just the human residents that are effected . The native wildlife are effected, say nothing of the air pollution and potential fall out and environmental damage from a plane crash, small or large. Please take into account the big picture and not just how South Lake Tahoe can "bring in more money" at the sake of its residents and environment. Especially when much of the people using the airport don't necessarily live or stay in the city of South Lake Tahoe.
Please consider taking down one of the runways and returning it to the meadow. The airport occupies a very sensitive environment and would be better utilized as a meadow and wildlife habitat. Very little air traffic comes and goes and having 2 runways seems unnecessary.
no comment left
With regards to the forecast growth in population in the areas surrounding TVL and corresponding growth in income, what industries are assumed to support this growth in income? Is there a maximum number of flights that can depart/take off per day from the airport? What hours are aircraft permitted to land and take off ? What are the future plans or vision for the airport with regards to air traffic? Are there plans to seek approval for commercial air service. Are there plans for the runway to be extended? What types of aircraft are permitted to utilize the airport? What is the largest aircraft? Are there plans for larger type aircraft to be permitted to utilize the airport? Please provide details. Per Chapter 3 of the MVP, Bombardier Challenger 300 (C-II) is identified as the current critical design aircraft and it is recommended to remain as the future critical design aircraft. Please provide the airplane design specs wingspan, tail height. Is the approach speed 121 to 140 knots, per Table 3-7. With increased air traffic over the last number of years, especially jet aircraft, and including the current AMP forecast for C-II aircraft, what is the plan to ensure adherence to airport protocols when planes are landing and taking off noise abatement, landing protocols (not flying so low over the homes in Tahoe Sierra in the flight path). There are so many planes that fly low and that increase their power when flying over the homes. Are the planes able to fly higher to minimize the noise over the homes and descend at a faster rate once over the meadow. The low flying planes /noise pollution negatively impacts the community, but it also
See attached letter.

Thank you for the opportunity to comment on the Airport Master Plan. Please consider making the following changes in subsequent drafts: 1. Please add consideration of the incorporation of a transit mobility hub at the site of the existing parking lot. Extending bus route 50 to the airport would provide greater access to City Hall and would also introduce the possibility of a park-and-ride facility. It is likely that park-and-ride volume would be very low to start, so the existing parking lot would suffice. Plus airport staff would be able to start taking the bus to work, reducing parking demand. Discounted boat storage rental space could be terminated to add additional parking if needed. This would also be a good starting location for a shuttle bus to Emerald Bay, contemplated by the City of SLT - El Dorado County Joint Powers Authority. A parking garage for this purpose would be required. 2. Please consider developing the land west of the taxiway, north of Airport Rd, and East of Kyburz Ave as affordable housing. This is a large area and it could have a view over the meadow. The sloped terrain could accommodate very tall buildings without exceeding the treetops. It would be located very close to other affordable housing, the new transit mobility hub discussed above and a new bike path discussed below. 3. Thank you for including bicycle access as a priority in the presentation. Please consider an alignment that uses existing pavement along the maintenance access road to the west of the taxiway from Melba dr to the north parking lot. This would significantly reduce costs and therefore hopefully enable swifter implementation. Please implement a very short term solution by converting one of the two lanes of Airport Rd into a bi-directional bike lane, reducing the distance cyclists need to travel along the busy highway. 4. Please rehabilitate the legacy air traffic control tower into a tourist attraction that people could bike to, visit, climb up, and enjoy the view. 5. The plan anticipates increased flight volumes, increasing from 26,204 flights in 2022 to 30,481 flights by 2042. This 16% increase in flight volumes is inconsistent with the City s strategic priorities and commitment to greenhouse gas reduction. The City s adopted Climate Action Plan commits to a 80% reduction in city-wide greenhouse gas emissions by 2040, roughly the planning horizon of this Plan. We are far off track from achieving

We miss having a restaurant at the airport! So fun to watch everyone taking off and landing! And when Military come and use it!

My family regularly flies their personal plane in and out of this airport.

Keep up the great work! Staff are excellent and cannot wait to fly up a lot this Summer!

I live in Al Tahoe directly under the flight path.. Have lived here since 1977. The last few years have been the worst as far as low aircraft, increase in private jet traffic. Sometimes the house actually shakes! What are you going to do to stop this ??

AFFILIATION
Second-Home Owner
Full-Time South Lake Tahoe Resident
Full-Time South Lake Tahoe Resident
Second-Home Owner
Full-Time Unincorporated El Dorado County Resident
Visitor to Lake Tahoe Region
Full-Time South Lake Tahoe Resident
Second-Home Owner

Visitor to Lake Tahoe Region
Full Time Resident
Second Home Owner

Full Time Resident
Full Time Resident
Full Time Resident
Second Home Owner
Full Time Resident

Air Service	#REF!
Drone Usage	#REF!
Financial Sustainability	#REF!
Noise & Environment	#REF!
Supporting	#REF!
No Comment	#REF!

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:23

Agenda Item: Naming Rights Agreement with the South Tahoe Parks Foundation for Multigenerational Recreation & Aquatics Center

Executive Summary: The City is constructing a new Multigenerational Recreation & Aquatics Center (Rec Center), which is scheduled to be completed in early 2026. The South Tahoe Parks Foundation is soliciting charitable contributions to assist with furnishings and equipment for the Rec Center, which will be remitted to the City pursuant to the City's Donation, Sponsorship, and Naming Rights Policy (Policy). The Naming Rights Agreement (Agreement) proposed is an effort to provide opportunities for individuals and entities to purchase Naming Rights for certain facilities at the Rec Center, and the Policy requires that the parties enter into the Agreement prior to any fundraising proposing naming rights.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Naming Rights Agreement with the South Tahoe Parks Foundation, a California 501(c)(3) charitable organization.

Responsible Staff Member: John Stark, Director of Parks & Recreation

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Rec Center Naming Rights Agreement.docx
02-Naming Rights Agreement.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Multigenerational Recreation & Aquatics Center Naming Rights Agreement

Location: New Multigenerational Recreation & Aquatics Center

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: The City is constructing a new Multigenerational Recreation and Aquatics Center ("Rec Center") which is scheduled to be completed in early 2026. The South Tahoe Parks Foundation (Foundation) is working closely with the City to solicit charitable contributions to assist with the furnishings, equipment and scholarship access to the new Rec Center. These donations will be remitted to the City pursuant to the City's Donation, Sponsorship and Naming Rights Policy, dated September 2022 ("Policy").

The City and Foundation desire to collaborate on additional fundraising by providing opportunities for individuals and entities to purchase Naming Rights for certain facilities at the Rec Center, and the Policy requires that the parties enter into this Agreement prior to any fundraising proposing naming rights.

The following facilities at the Rec Center, which are included in the Naming Rights Agreement are eligible for Naming Rights at the suggested contribution amount listed for a suggested five-year term unless otherwise noted:

a. Platinum level: To be negotiated based on term
    i. Rec Center Complex (minimum term longer than 5 years)
b. Gold level: $250,000
    i. Natatorium
    ii. Gymnasium
c. Silver level: $100,000
    i. Dance/fitness studio
    ii. Art room
    iii. Exercise room
    iv. Event space
d. Bronze level: $50,000
    i. Party room
    ii. Public meeting room
    iii. Backup generator
e. Miscellaneous
    i. Obstacle course for pool - $100,000 for term equal to lifetime of equipment

ii. Movie screen for pool - $50,000 for term equal to lifetime of equipment
iii. Stage in gymnasium - $50,000
iv. Rock climbing wall for pool - $50,000 for term equal to lifetime of equipment
v. Gym equipment - $50,000
vi. Scoreboards - $25,000 each

The City shall be responsible for the design, construction, and implementation of these facilities and programs. The City shall provide the South Tahoe Parks Foundation with conceptual plans for review and comment, and the City agrees to consider all comments received from the South Tahoe Parks Foundation and incorporate such comments into the plans in the City's reasonable but sole discretion.

Persons and Entities selected for Naming Rights shall be recognized on a name plaque in the Rec Center. An example of a naming rights plaque is included in the Naming Rights Agreement. For corporate entities, the name used should normally be the shortest name possible, and corporate logos shall not be included on the name plaque. The City will have final approval on all wording of plaques.

The South Tahoe Parks Foundation shall advertise the opportunity for Naming Rights and solicit applications, including on its website. Funds will be accepted by the Foundation and transferred to the City.

Individuals, families, non-profit organizations, and business entities whose purpose is consistent with the City's values, priorities, and Strategic Plan 2023-2028, as may be amended, are eligible to apply for Naming Rights. The following criteria must be met for any corporate entity applicant: does not promote drugs, alcohol, or tobacco; does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender identity, gender expression, sexual orientation, age, marital status, ancestry, national origin, ethnic group identification, physical or mental disability, medical condition, or genetic information, in compliance with all federal, state, and local laws; and name does not have connotations that by contemporary community standards are derogatory or offensive.

Applications for Naming Rights shall be made to the City on the form included in the Naming Rights Agreement.

The City shall process applications and work with the City Attorney to prepare a draft Naming Rights agreement for each facility and program. City Council approval is required for all Naming Rights agreements.

Issue and Discussion:. It is requested City Council pass a motion authorizing and directing the Mayor to execute the Naming Rights Agreement with the South Tahoe Parks Foundation.

Financial Implications: Donations and sponsorship contributions would be accepted by the Foundation and transferred to the City to support furnishings, equipment and scholarship access to the new Rec Center. The Finance Director has set up a separate trust fund and an account "Recreation Center Facilities and Operations/Contributions and Donations" 704-04290-36280, where the donations will be recorded, after being accepted by City Council. Once the donations are eligible to be spent, they will be transferred into the project account, the new Recreation Center operating account 220-04290 or expended directly from the trust account.

It's also important to note that the tax-exempt status of 2023 bonds that the City and the South Tahoe Joint Power Financing Authority issued to finance the construction of the new Recreation Center, imposes certain restrictions on the donations to this facility involving naming rights. In order to maintain the tax-exempt status during the life of the bonds, the naming rights granted to individuals and business should not constitute private business use and the agreement should be limited to only the right to name a building or portion thereof, with no other rights granted (e.g., first dibs on reservations of any conference room or party room).

Environmental Considerations: The proposed action accepting grant funds is not a “project” under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity such as purchases for supplies and personnel-related actions.

Policy Implications: The execution of the Naming Rights Agreement meets Strategic Priority 2 Recreation & Equitable Access, Goal 1: Elevate the recreation experience provided by the City to attract visitors and residents, Goal 2: Promote equitable access to recreation to underserved communities and people with disabilities, Goal 3: Leverage City recreation assets and the 56-acre development to provide outdoor and organized recreation activities.

CITY OF SOUTH LAKE TAHOE

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement ("Agreement") is made and entered into as of the 13st day of August 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and the **South Tahoe Parks Foundation**, a California 501(c)(3) charitable organization ("Foundation").

RECITALS

A. The City is constructing a new Multigenerational Recreation and Aquatic Center ("Rec Center"), which is scheduled to be completed in early 2026.

B. The South Tahoe Parks Foundation is soliciting charitable contributions to assist with furnishings and equipment for the Rec Center, which will be remitted to the City pursuant to the City's Donation, Sponsorship, and Naming Rights Policy, dated September 2022 ("Policy").

C. The parties desire to collaborate on additional fundraising by providing opportunities for individuals and entities to purchase Naming Rights for certain facilities at the Rec Center, and the Policy requires that the parties enter into this Agreement prior to any fundraising proposing naming rights.

AGREEMENT

1. Definitions. Consistent with the Policy, the following terms are defined as follows for the purpose of this Agreement:

    a. "Sponsorships" are cash or in-kind products and services offered by sponsors with an expectation that an obligation is created. The recipient (City) is obliged to return something of value to the sponsor. The value is typically public recognition and publicity or advertising highlighting the contribution of the sponsor and or the sponsor's name, logo, message, products, or services. Sponsors must be businesses, non-profit groups, or individuals that promote mutually beneficial relationships for the City and whose purpose is consistent with the City's values, priorities, and Strategic Plan. Sponsorship does not include paid commercial advertising.

    b. "Naming Rights" mean a type of Sponsorship in which a third party purchases the exclusive right to name the Rec Center or a

component, program, or facility of the Rec Center for a defined period of time.

2. Facilities Subject to Naming Rights. The following facilities at the Rec Center, which are depicted in Exhibit "A", and programs, are eligible for Naming Rights at the suggested contribution amount listed for a suggested five-year term unless otherwise noted:

    a. Platinum level: To be negotiated based on term
        i. Rec Center Complex (minimum term longer than 5 years)
    b. Gold level: $250,000
        i. Natatorium
        ii. Gymnasium
    c. Silver level: $100,000
        i. Dance/fitness studio
        ii. Art room
        iii. Exercise room
        iv. Event space
    d. Bronze level: $50,000
        i. Party room
        ii. Public meeting room
        iii. Backup generator
    e. Miscellaneous
        i. Obstacle course for pool - $100,000 for term equal to lifetime of equipment
        ii. Movie screen for pool - $50,000 for term equal to lifetime of equipment
        iii. Stage in gymnasium - $50,000
        iv. Rock climbing wall for pool - $50,000 for term equal to lifetime of equipment
        v. Gym equipment - $50,000
        vi. Scoreboards - $25,000 each

    The City shall be responsible for the design, construction, and implementation of these facilities and programs. The City shall provide the South Tahoe Parks Foundation with conceptual plans for review and comment, and the City agrees to consider all comments received from the South Tahoe Parks Foundation and incorporate such comments into the plans in the City's reasonable but sole discretion.

3. Recognition. Persons and Entities selected for Naming Rights shall be recognized on a name plaque in the Rec Center. The South Tahoe Parks Foundation and City collaboratively designed a mockup name plaque that is attached hereto as Exhibit "B." For corporate entities, the name used

should normally be the shortest name possible, and corporate logos shall not be included on the name plaque. The City will have final approval on all wording of plaques.

4. Fundraising. The South Tahoe Parks Foundation shall advertise the opportunity for Naming Rights and solicit applications, including on its website. Funds will be accepted by the Foundation and transferred to the City.

5. Application Process and Eligibility for Naming Rights. Individuals, families, non-profit organizations, and business entities whose purpose is consistent with the City's values, priorities, and Strategic Plan 2023-2028, as may be amended, are eligible to apply for Naming Rights. The following criteria must be met for any corporate entity applicant: does not promote drugs, alcohol, or tobacco; does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender identity, gender expression, sexual orientation, age, marital status, ancestry, national origin, ethnic group identification, physical or mental disability, medical condition, or genetic information, in compliance with all federal, state, and local laws; and name does not have connotations that by contemporary community standards are derogatory or offensive.

   Applications for Naming Rights shall be made to the City on the form attached hereto as Exhibit "C."

   The City shall process applications and work with the City Attorney to prepare a draft Naming Rights agreement for each facility and program. City Council approval is required for all Naming Rights agreements.

6. Removal of Named Facilities or Programs. The City shall use reasonable good faith efforts to maintain in good condition all named facilities and programs. However, the City cannot guarantee the permanent operation or placement of named facilities and programs, and the City may remove or discontinue a named facility or program in its sole discretion and for any reason, including but not limited to repeated vandalism, significant renovation, or the facility having reached the end of its useful life.

7. Term and Termination. The term of this Agreement is five years. This Agreement may be terminated by City or South Tahoe Parks Foundation for cause or without cause upon thirty days (30) days written notice of termination.

8. Compliance with Laws. The City and South Tahoe Parks Foundation shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their respective duties under this

Agreement. The City and South Tahoe Parks Foundation shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work under this Agreement. Neither party, its officials, officers, elected officials, appointed officials and employees shall be liable at law or in equity as a result of any failure of the other party to comply with this section.

9. Licenses. The South Tahoe Parks Foundation represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required to perform its work under this Agreement. The South Tahoe Parks Foundation represents and warrants to City that the South Tahoe Parks Foundation shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required. The South Tahoe Parks Foundation shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
Parks & Recreation Department
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: John Stark, Director

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to South Tahoe Parks Foundation:

South Tahoe Parks Foundation
P.O. Box 9967
South Lake Tahoe, CA 96158
Attn: Jerry Bindel, Chair

11. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional

reputation, experience and competence of South Tahoe Parks Foundation. Assignments of any or all rights, duties or obligations under this Agreement will be permitted only with the express consent of City. South Tahoe Parks Foundation shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. Nothing in the Agreement shall create any contractual relationship between City and subcontractor.

12. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

13. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

14. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

15. Amendments. This Agreement may be modified or amended only by a written document executed by both South Tahoe Parks Foundation and City and approved as to form by the City Attorney.

16. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and South Tahoe Parks Foundation. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19. Authority to Enter Agreement. South Tahoe Parks Foundation has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Mayor

Date _____

SOUTH TAHOE PARKS FOUNDATION:

By _____

Jerry Bindel, Chair

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

Date _____

ATTEST:

By_____

City Clerk

Date _____

Attachments:

Exhibit A – Rec Center Site Plan Showing Location of Facilities Subject to Naming Rights

Exhibit B – Name Plaque Mockup

Exhibit C – Naming Rights Application

EXHIBIT A

REC CENTER SITE PLAN SHOWING LOCATION OF FACILITIES SUBJECT TO NAMING RIGHTS

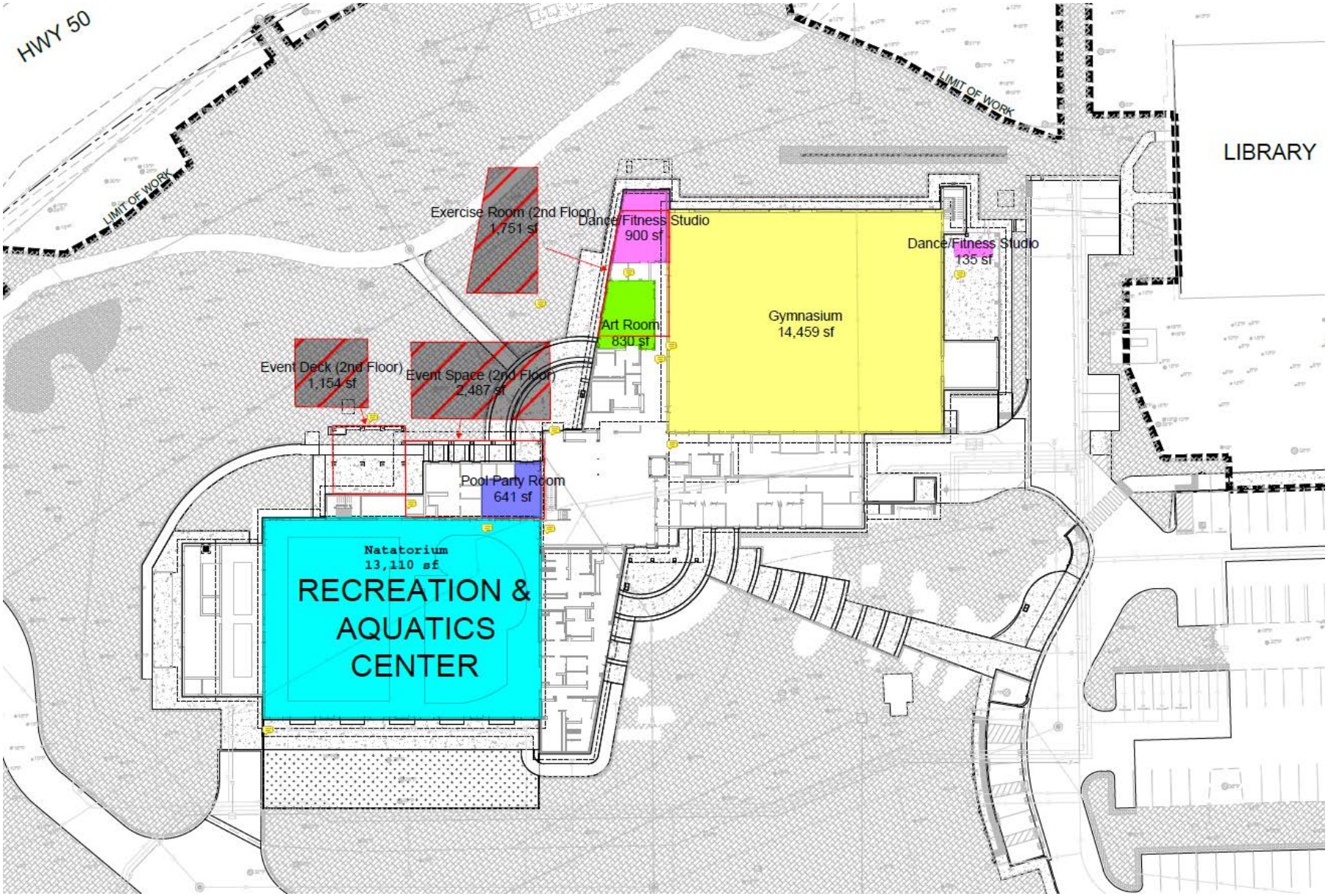

HWY 50
LIMIT OF WORK
LIMIT OF WORK
LIBRARY
Exercise Room (2nd Floor)
1,751 sf
Dance/Fitness Studio
900 sf
Dance/Fitness Studio
135 sf
Art Room
830 sf
Gymnasium
14,459 sf
Event Deck (2nd Floor)
1,154 sf
Event Space (2nd Floor)
2,487 sf
Pool Party Room
641 sf
Natatorium
13,110 sf
RECREATION &
AQUATICS
CENTER

EXHIBIT B

NAME PLAQUE MOCKUP


MEETING ROOM
132
THIS ROOM IS DEDICATED
TO THE GENEROSITY OF
CITY OF
SOUTH LAKE TAHOE

EXHIBIT C

NAMING RIGHTS APPLICATION

CITY OF
SOUTH LAKE TAHOE

Parks & Recreation

Recreation & Swim Complex Naming Rights & Sponsorship Application

Name of Applicant: (Insert Text Field)

Business Name: (Insert Text Field)

Phone: (Insert Text Field) **Email:** (Insert Text Field) **Address:** (Insert Text Field)

Proposed Name of Area: (Insert Text Field)

Sponsorship Amount: (DROP DOWN MENU)

1. Entire Rec Center Complex (subject to negotiation)
2. Natatorium ($250,000/5-Year Term)
3. Gym ($250,000/5-Year Term)
4. Dance/fitness studio ($100,000/5-Year Term)
5. Art room ($100,000/5-Year Term)
6. Exercise room ($100,000/5-Year Term)
7. Event space ($100,000/5-Year Term)
8. Pool party room ($50,000/5-Year Term)
9. Public meeting room ($50,000/5-Year Term)
10. Backup generator ($50,000/5-Year Term)
11. Obstacle course for pool ($100,000 for term equal to lifetime of equipment)
12. Movie screen for pool ($50,000 for term equal to lifetime of equipment)
13. Stage in gymnasium ($50,000/5-Year Term)
14. Rock climbing wall for pool ($50,000 for term equal to lifetime of equipment)
15. Gym equipment ($50,000/5-Year Term)
16. Scoreboards ($25,000/5-Year Term)

Length of Naming Rights if Proposed as Alternative Terms to Above: (Insert Text Field)

Annual Payment or Lump Sum: (DROP DOWN MENU)

1. Annual Payment
2. Lump Sum

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:24

Agenda Item: Allocation of Remaining Funds From Fire Station 3 Project to Fire Station 1 Renovation and Repairs

Executive Summary: City Council had previously approved $300,000 for needed repairs and renovations at Fire Station 3.Â In the Spring of 2024 that project was started and completed.Â Station 3 received upgraded HVAC, roof repairs, new flooring and paint throughout the second floor offices and living spaces.Â The kitchen also received new countertops and upgraded electrical and lighting.Â The project scope was focused on making the living and working spaces clean and safe but also being mindful that a new station is scheduled to replace existing Station 3.Â Of the $300K budgeted, $139,691.02 was spent, leaving a balance of $160,308.98 in CIP account #301 60071 48030.Â The Fire Department would like to re-allocate the remaining budget to a new CIP budget (Acct #301 60084 48030) for Fire Station 1 repairs and renovations.Â During our facilities assessment we found that Fire Station 1 was in need of several repairs and upgrades that are clearly articulated and prioritized in the staff report.Â The Fire Department has also identified $150,000 in our internal EMS available fund balance to be added to budget account 236 02262 50014 and would like to allocate these funds in addition. These funds plus the remaining budget from the Station 3 repairs would provide $310,308.98 for improvements at Station 1.

Requested Action / Suggested Motions: Pass a Resolution transferring remaining funds from Fire Station 3 Capital Improvement Project account and Fire Dept Emergency Medical Services available fund balance to Fire Station 1 Capital Improvement Project account for needed repairs and renovations at Fire Station 1.

Responsible Staff Member: Jim Drennan, Fire Chief and Katherine Stempien, Associate Architect

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01 - Staff Report - Allocate Station 3 Funds to Station 1.docx
02 - Resolution.docx
03-Fire Station 3 remodel.pptx

City of South Lake Tahoe
Report to City Council

Meeting Date: August 13, 2024

Title: Allocate remaining funds from Fire Station 3 project to Fire Station 1 renovation and repairs.

Location: Fire Department

Responsible Staff Member: Jim Drennan, Fire Chief (530) 542-6152, and Katherine Stempien, Associate Architect.

Background: City Council approved upgrades and repairs to Fire Station 3 at the September 12th, 2023 Council meeting after a presentation made by the Public Works Director and the Fire Chief. At that time Council initially approved an operating budget of $500,000 which was pared down to $300,000. During the following months plans were made to upgrade the HVAC system, the kitchen, paint, floors and electrical as well as roof repairs at Fire Station 3. In the Spring of 2024 work was begun and completed by early Summer. The station repairs and upgrades have been very well received by Fire Department staff now that conditions are clean, functional and safe. We chose to reduce the total scope to needed items as opposed to wanted items which kept costs down considerably. The total cost for all repairs and renovations totaled $139,691.02. During that period we recognized that Station 1 was also in need and would benefit from addressing differed maintenance and some upgrades.

Issue and Discussion: Fire Station 1 is located at 1252 Ski Run Blvd and is our newest fire station having been built in 1994. The station functions well and is well built however, after 30 years of continual use it is in need of some minor modifications, repairs and some renovations. Recognizing that station 1 will be in service for several more decades we would like to address some needs and are requesting to utilize leftover funds from the station 3 project along with additional funds to be transferred from the current Fire Department budget. Our intention is to enhance firefighter well-being and operational efficiency through thoughtful renovation. Every material chosen is selected for durability, ensuring lasting functionality. This project is dedicated to providing our firefighters with the facilities they need to thrive. The total scope of work is as follows however, we will prioritize based on funds available.

Scope of Work: Items listed in order of importance.

Item No.	Item Description	Area	Budget Price
1	Overall Paint - Interior		**$60,000**
2	Replace (3) Bay Doors		**$45,000**
3	**Bathroom & Shower Area Renovation (Level 2)** (2) Toilet Rooms & (1) Urinal Room Floor and Wall Tile Replace Toilet Paper Dispensers Add shelf in Toilet Rooms Paint Door, Frame & Ceiling (including devices) Investigate adding exhaust vents Replace Light Fixtures (2) Showers, Stalls & Dressing Room Floor and Wall Tile Curb in Showers, remove shower pan Replace Glass Door at Showers	**Floor Tile 250 sf** **Wall Tile 450 sf**	**$81,000**

	Replace Valves and Shower Heads Add shelf to shower stalls Add Clothing Hooks Stain Bench Paint Door, Frame & Ceiling (including devices) (2) Vanities (3 Sinks) Floor and Tile Base Replace Lens at Light Boxes Replace Vanities (off the shelf product) Add wood frames around mirrors Replace paper towel Paint Door Frame, Walls & Ceiling (including devices) Remove Blinds, Add Window Film (1) Janitor Closet Floor and Tile Base Paint Door, Frame & Ceiling (including devices)		
4	**Bedroom & Stair Area Renovation (Level 2)** (1) Corridor & (1) Firepole Floor Tile Wood or Tile Base Replace shelf Paint Door, Frame & Ceiling (including devices) (1) Stair #1 Floor Tile Paint Handrail & Ceiling (including devices) (4) Bedrooms Broadloom Carpet over pad Wood Base Replace Bed Headboard and bed frame Replace broken Hinges Add blackout blinds Paint Door Frame, Walls & Ceiling (including devices) Replace desk chair Add Wifi Extender for better coverage in rooms Remove or replace desk lamp and relocate power under desk	**Floor Tile 230 sf** **Carpet 460 sf**	**$57,000**
5	**Kitchen, Dinning & Corridor/Entry (Level 1)** Floor Tile Wood or Tile Base Paint Door Frame, Walls & Ceiling (including devices) Remove Garbage Compactor, Add Door/Cabinet Replace metal blinds with wood x2 Add Window Film x2	**Floor Tile 460 sf**	**$38,000**
6	**Day Room (Level 1)** Broadloom Carpet over pad Paint Door Frame, Walls & Ceiling (including devices) Replace metal blinds with wood Add Window Film	**Carpet 290 sf**	**$12,000**
7	**Office (Level 1)** Floor Tile Wood or Tile Base Paint Door Frame, Walls & Ceiling (including devices) Replace metal blinds with wood	**Floor Tile 120 sf**	**$11,000**

8	**ADA Restroom (Level 1)** Floor and Wall Tile Paint Door Frame, Walls & Ceiling (including devices)	**Floor Tile 70 sf**	**$4,000**
9	**Bedroom, Bathroom Suite, Stair, Office & HVAC Closet (Level 2)** (1) Bedroom Broadloom Carpet over pad Wood Base Replace Bed Headboard and bed frame Add Outlets & Room Lighting Wall off room, studs/drywall (1) Bathroom Add Vanity/Mirror/lighting/paper towel Add Toilet/Toilet Paper Dispenser Paint Door, Frame, Walls & Ceiling (including devices) Add Window Film Wall off room, studs/drywall/door Run plumbing, Electrical & HVAC as required Exhaust Vent Remove Whiteboard (1) Stair Floor Tile Paint Door, Frame, Walls & Ceiling (including devices) (1) Office Broadloom Carpet over pad Paint Door, Frame, Walls & Ceiling (including devices) Replace metal blinds with wood Remove Closet (1) HVAC Closet No work	**Floor Tile 190 sf** **Wall Tile 450 sf** **Carpet 320 sf**	**$89,000**
10	**Gym (Level 1)** Add 16'x18' Modular Structure provide power and heating Rubber Action Floor (1) Full wall of mirrors Paint Walls and wood base	**288 sf**	**$200,000**
	TOTAL BUDGET SUMMARY		**$597,000**

The Fire Department recognizes that not all of these projects may get completed and we will work with Facilities to keep costs down and complete as much as possible while remaining within budget.

Financial Implications: Transfer $160,308.98 from Fire Station 3 CIP account #301 60071 48030 to Fire Station 1 CIP account #301 60084 48030. Transfer $150,000 from Fire Dept EMS available fund balance appropriated into account #236 02262 50014 to Fire Station 1 CIP account #301 60084 48030. Total authorized budget for Fire Station 1 repairs would total $310,308.98.

Environmental Considerations: The rehabilitation and upgrades are categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301 (Existing Facilities)

because it consists of the repair of minor alteration of an existing public structure involving negligible or not expansion of existing or former use.

Policy Implications: The Project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 5.1 - Public Safety Ensure substantial investment in public safety by investing in Police, Fire and Snow Removal Operations and equipment needs, and develop engagement opportunities for residents to participate in meaningful dialogue with first responders to improve community trust.

Strategic Plan 5.3 - Infrastructure and Maintenance “Ensure our City has sustainable funding sources to properly maintain infrastructure including roads, snow removal, facilities, recreation sites and trails.”

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a “mountain” architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of “green” and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community’s quality of life.

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

August 13, 2024

Accept Resolution allowing the Fire Department to proceed with repairs and renovations at Fire Station 1 with funding from remaining Fire Station 3 CIP funds and from Fire Department EMS account.

BACKGROUND

A. Fire Station 1 is in need of repairs and renovations.
B. There is remaining budget from the Fire Station 3 CIP account available in the amount of $160,308.98.
C. The Fire Department has identified an additional $150,000 in an EMS account fund balance that can be allocated to Fire Station 1 repairs and renovations.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes a budget transfer of $160,308.98 from Fire Station 3 CIP account #301 60071 48030 to Fire Station 1 CIP account #301 60084 48030.
2. Authorizes a budget transfer of $150,000 from Fire Department EMS available fund balance to be appropriated into account #236 02262 50014 to Fire Station 1 CIP account #301 60084 48030.

Adopted by the City of South Lake Tahoe City Council on August 13, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

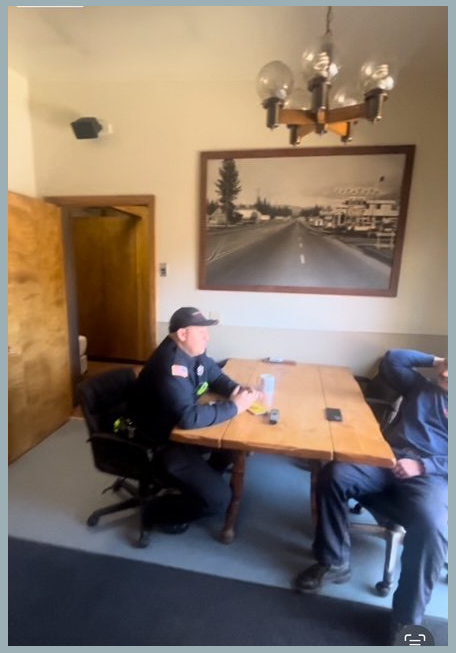
Attest:

_____
Susan Blankenship, City Clerk



FIRE STATION 3 - BEFORE AND AFTER REMODEL







KITCHEN BEFORE



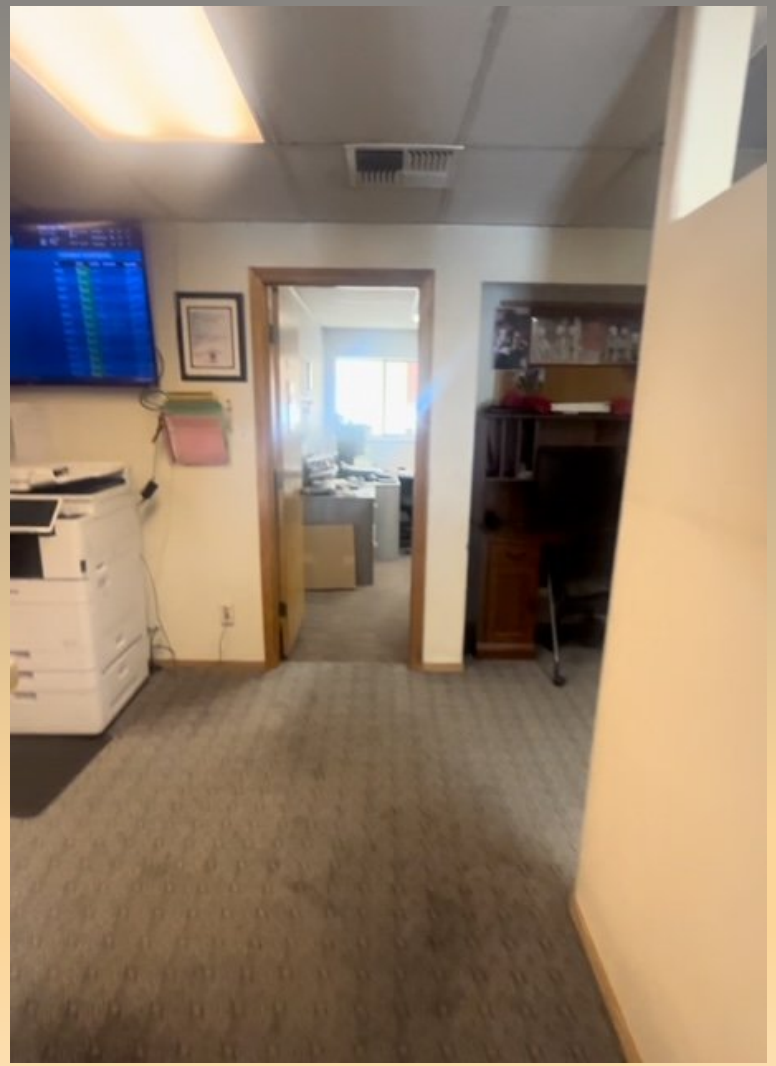
Sleeping quarters

Hallway from kitchen to offices





Main lobby before





MAIN LOBBY AREA

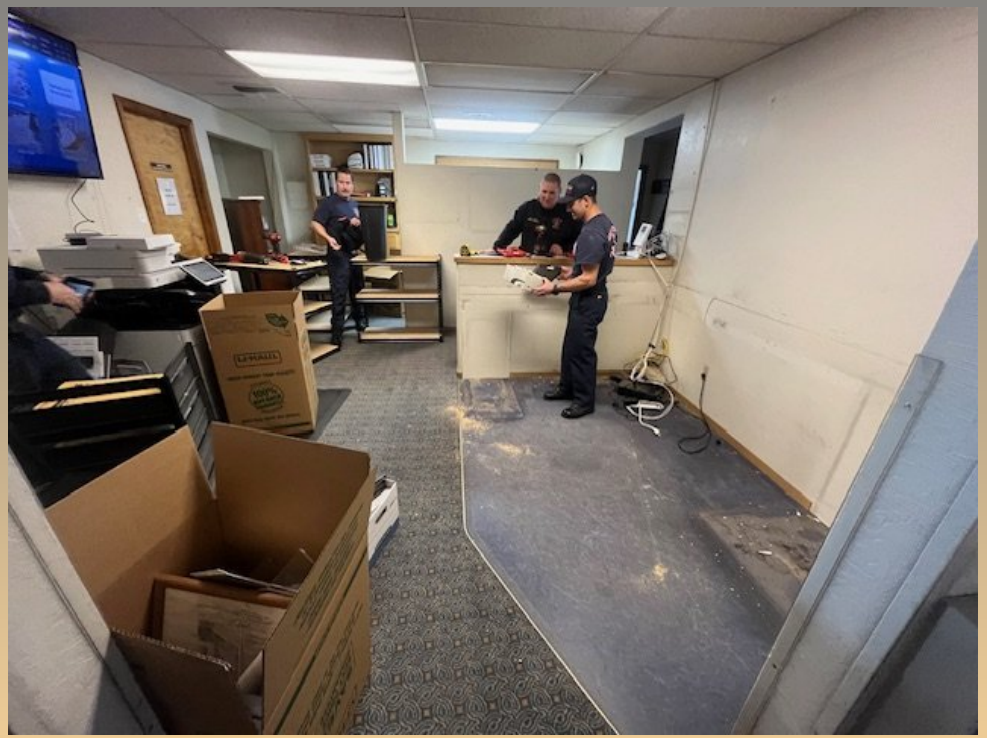


Engineer's Office

Main hallway being prepared for remodel







Main lobby
being prepared
for remodel



Main lobby being prepared for remodel







Kitchen being prepared for remodel



Kitchen during remodel



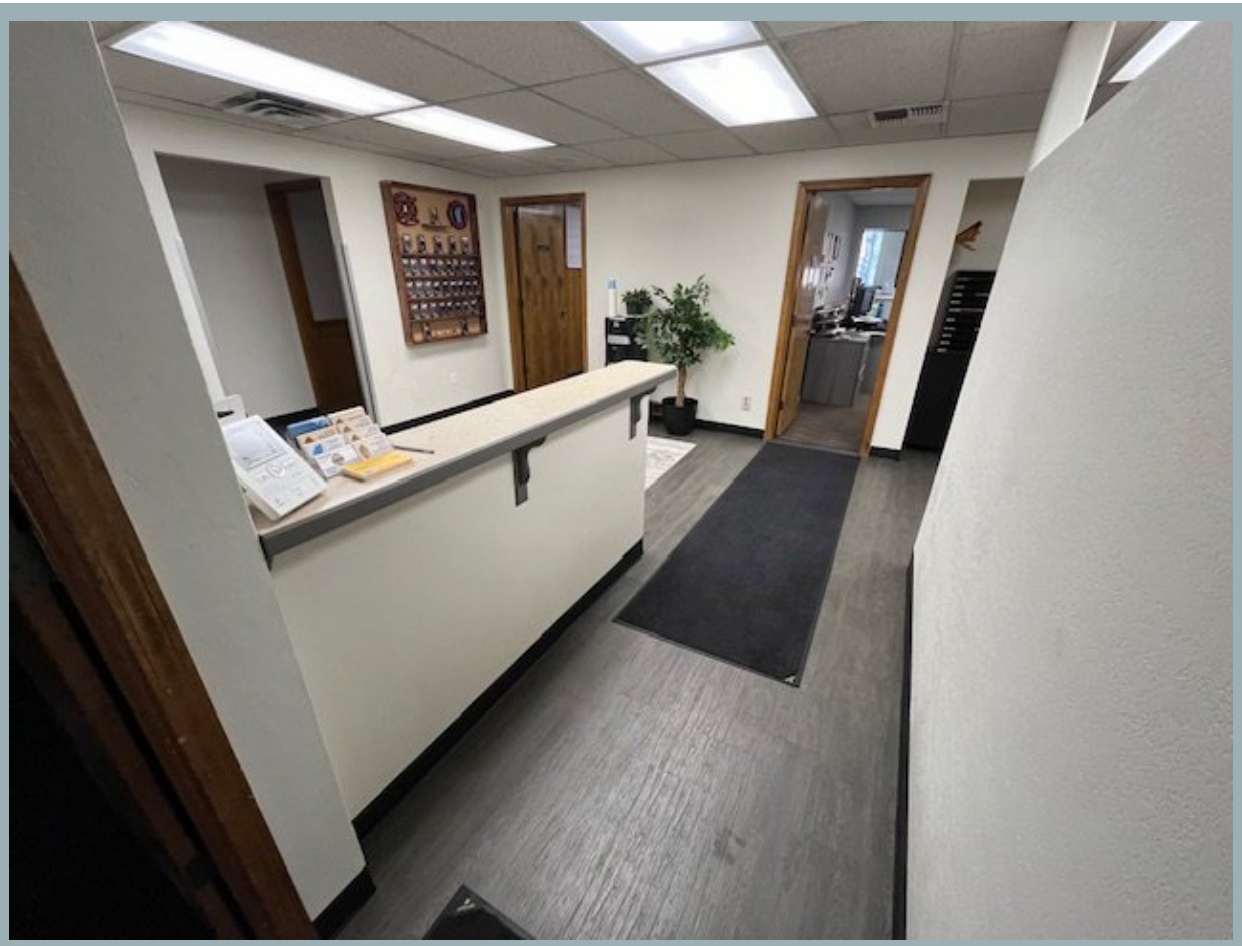
Fire Chief's Office getting new carpet

REMODEL COMPLETION HALLWAY FROM KITCHEN TO SLEEPING QUARTERS

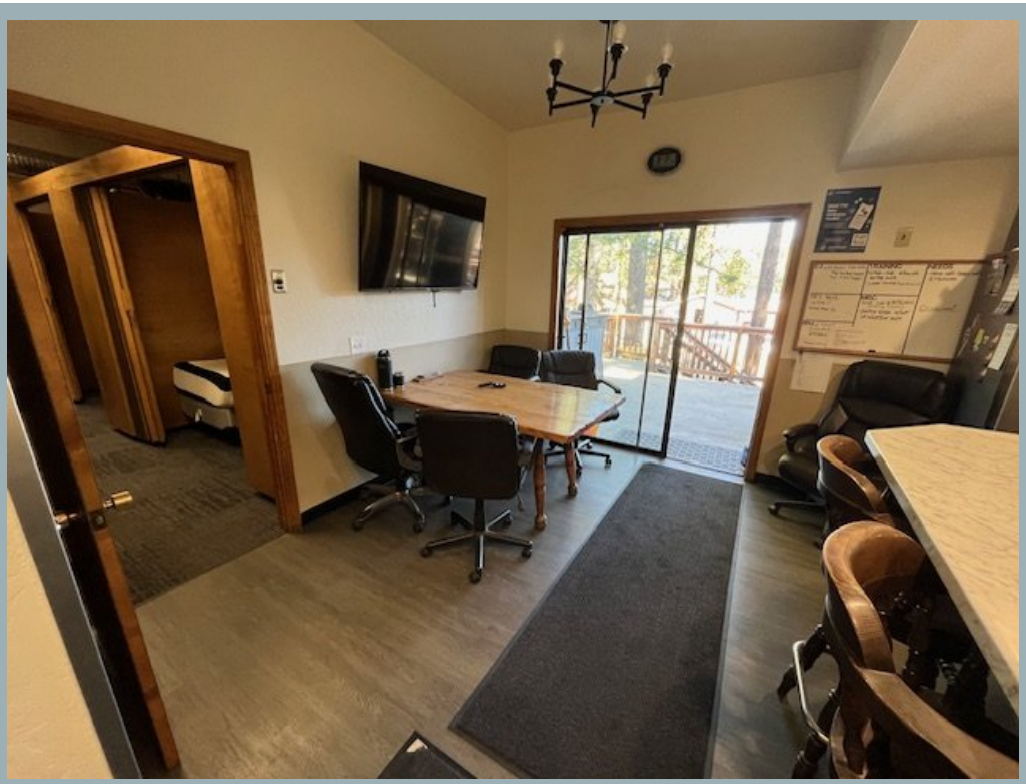




REMODEL COMPLETION
LOBBY AREA



REMODEL COMPLETION
LOBBY AREA





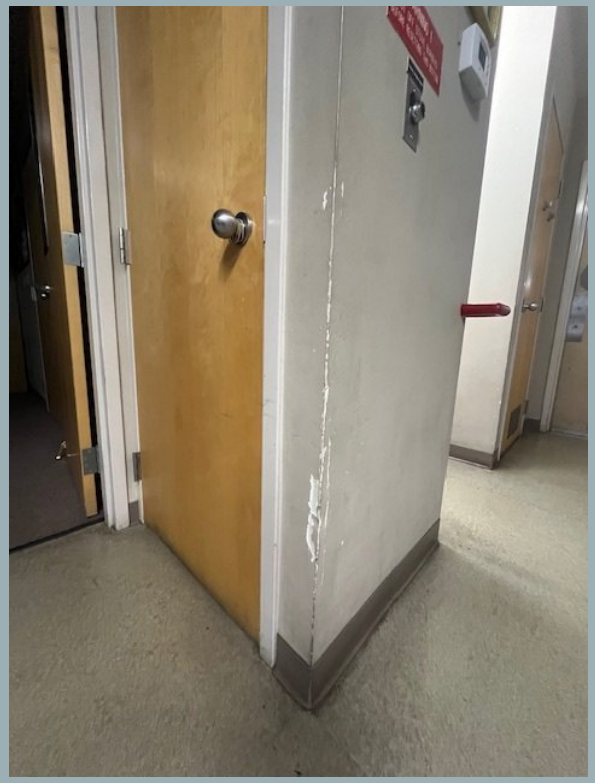
REMODEL COMPLETION
KITCHEN

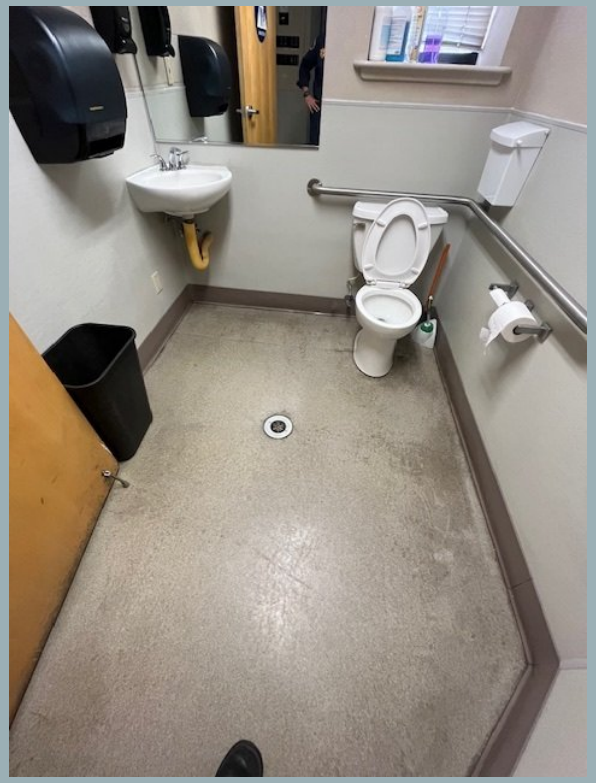
THANK YOU
CITY COUNCIL

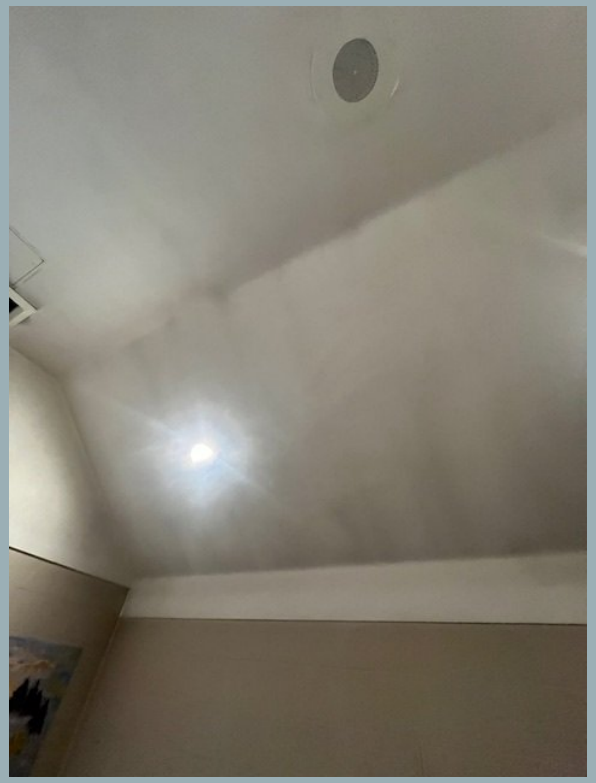




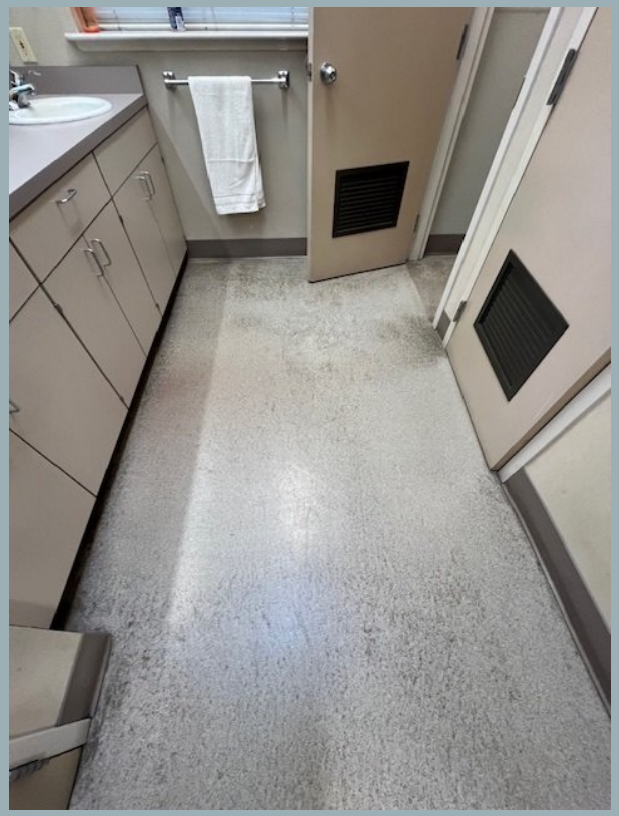
FIRE STATION 1 PHOTOS

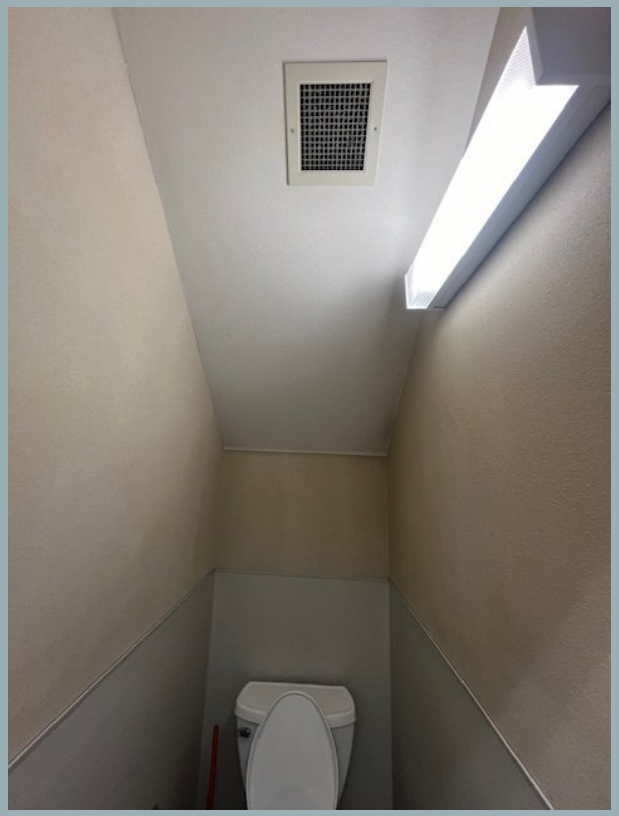


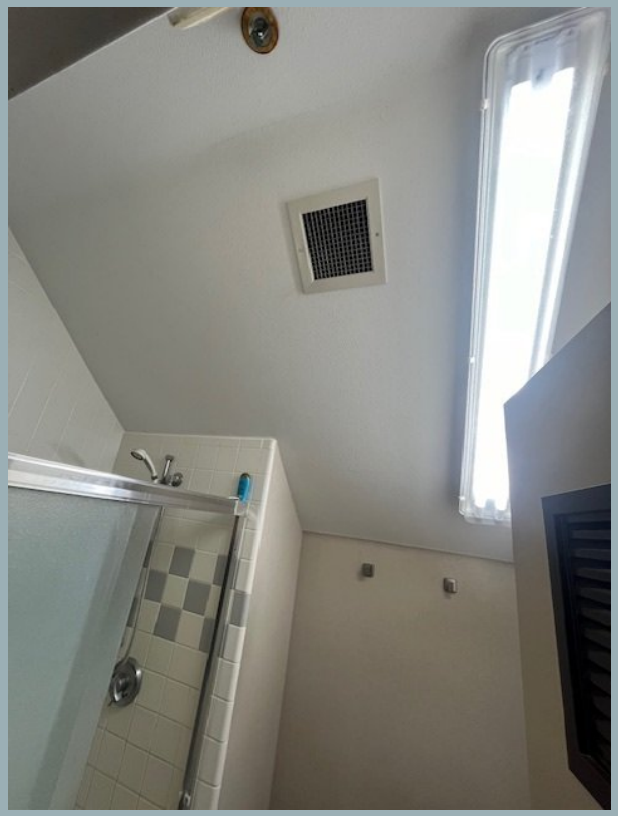




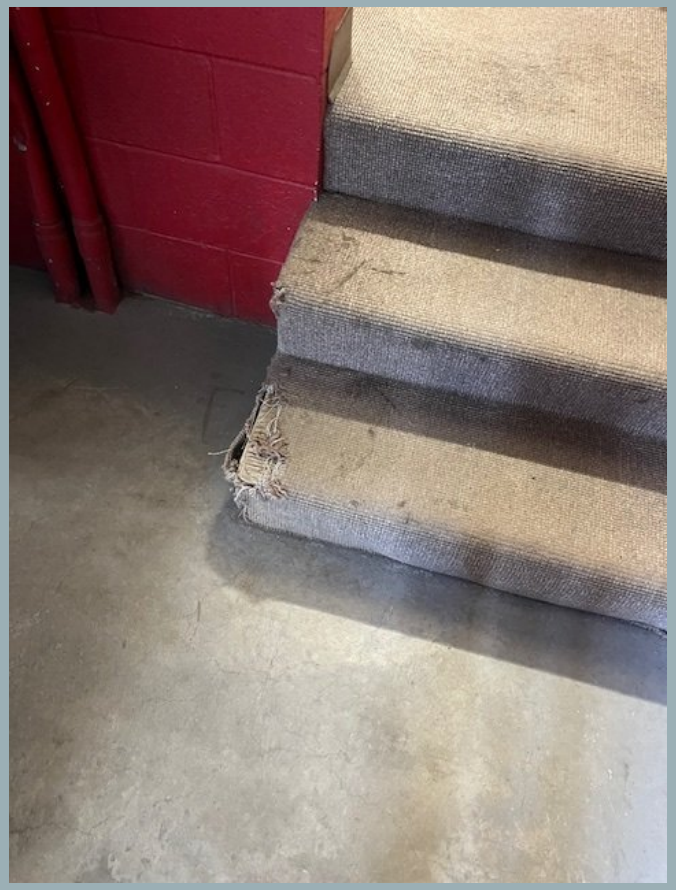
PHOTOS SHOWING NEEDS FOR STATION IMPROVEMENTS

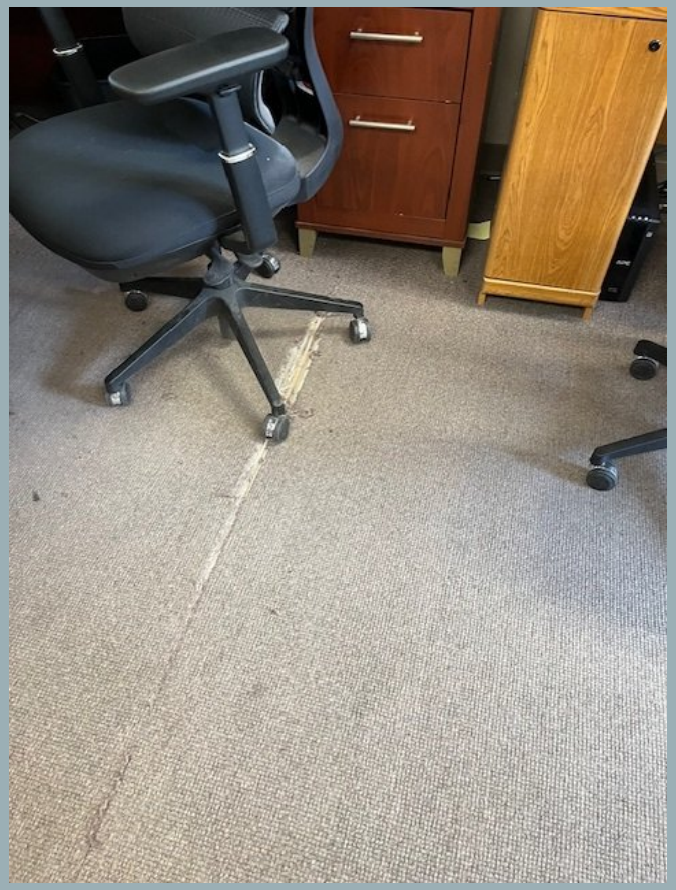






PHOTOS SHOWING NEEDS FOR STATION IMPROVEMENTS







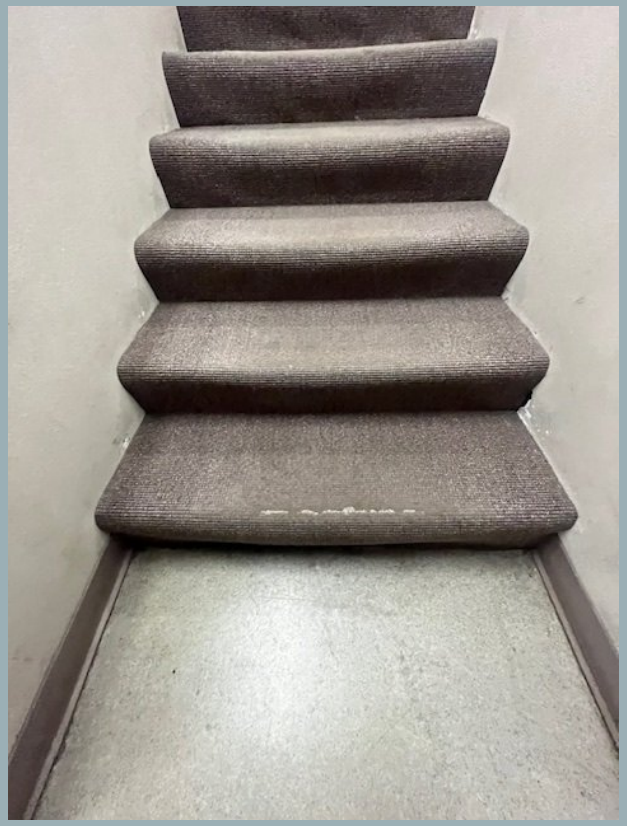
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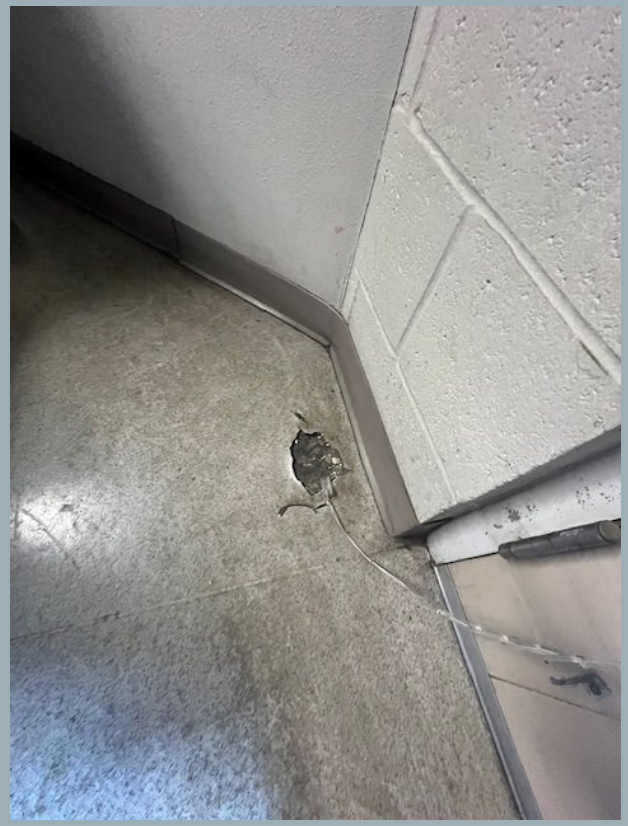


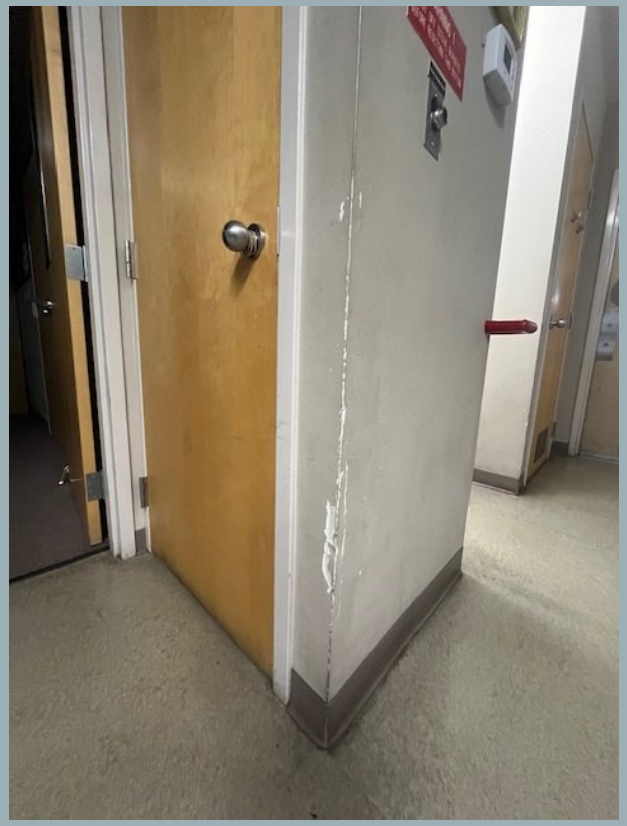




PHOTOS SHOWING NEEDS FOR STATION IMPROVEMENTS







PHOTOS SHOWING NEEDS FOR STATION IMPROVEMENTS

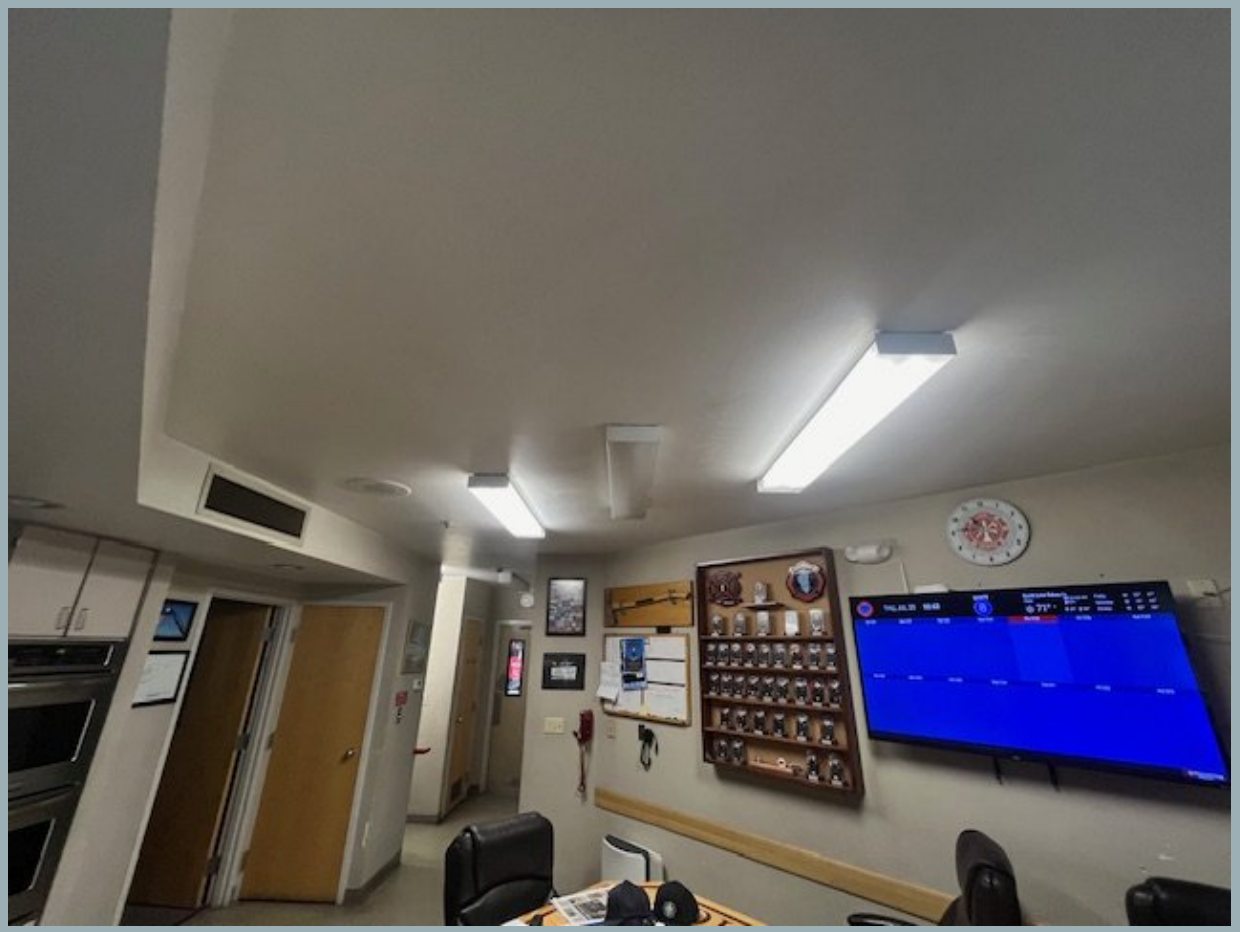


PHOTO SHOWING NEEDS FOR
STATION IMPROVEMENTS

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:25

Agenda Item: Five-Year Capital Improvement Plan and FY24-25 Budget Recommendations

Executive Summary: The Capital Improvement Program (CIP) addresses the Cityâ€™s needs for acquiring, expanding, rehabilitating, and replacing long-lived assets. The CIP serves as a planning instrument to identify needed capital projects and coordinate the financing and timing of improvements to maximize the return to the public. The Fiscal Year 24-25 draft five-year capital plan and the 24-25 budget requests are being proposed for future adoption during the Cityâ€™s annual budget process. It details the funding and expenses of all projects within the five-year timeline, including all projects funded by state, federal, and local grants. For this agenda item, we are introducing and discussing the Fiscal Year 24-25 capital appropriation requests to reinforce project priorities and review the proposed appropriations before adoption on August 27, 2024. The budget requests also include the Participatory Budget survey outcome and recommendations.

Requested Action / Suggested Motions: Pass a Motion directing staff to bring back the FY 24-25 Budget Recommendation and Five-Year Capital Improvement Plan for approval at the City Council meeting on August 27, 2024.

Responsible Staff Member: Anush Nejad, Director of Public Works

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Heather Stroud, City Attorney

Attachments:

01-Staff Report - Five-Year CIP and 24-25 Recommendations.docx
02 - Participatory Budget Project List.pdf
03 - Five Year CIP Financial Summary (24-28).pdf
04 - 24-25 CIP Budget Presentation.pdf
05 - Five Year CIP Details (24-28).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Draft Five-Year Capital Improvement Plan and FY 24/25 Budget Recommendations

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031

Background: The Capital Improvement Program addresses the City's needs for public and infrastructure improvements, including acquiring, expanding, rehabilitating, and replacing long-lived assets. The CIP serves as a planning instrument to identify needed capital projects and coordinate the financing and timing of improvements in a way that maximizes the return to the public and preserves City assets. It provides a planned and programmed approach to utilizing the City's financial resources most responsively and efficiently to meet its service and facility needs. It serves as a "blueprint" for the community's future and is a dynamic tool, not a static document.

A critical element of a balanced CIP is the establishment of funds to both preserve or enhance existing assets and provide new assets to respond to changing service needs and community evolution.

The City's *Preserving Capital Investments Policy* states the following:

> *The City invests in capital assets such as property, plant, equipment, facilities, and infrastructure. Preservation of such investments through regular maintenance and a long-term renovation plan is necessary to preserve their value. The city must also plan for the replacement of capital investments (particularly vehicles and equipment). The following policy requirements are intended to ensure the proper accounting and preservation of capital investments and to provide a sound economic base for their replacement.*
>
> 1) *The budget should provide sufficient funding for adequate maintenance, renovation, and the orderly replacement of capital assets such as equipment, fleet, facilities, streets, and parks.*
>
> 2) *All capital assets should be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs.*
>
> 3) *A five-year schedule of equipment replacement and maintenance needs, as well as facilities, streets and parks renovation and maintenance needs should be prepared on an annual basis. Expenditures consistent with such plans shall be included in annual budget appropriations.*

Over the past three years, the Department of Public Works has made significant progress toward evaluating the condition of existing assets across all classes. Infrastructure decline is an ongoing cycle, and considerable work remains in planning for the replacement of assets within the city's operation and maintenance (O&M) responsibilities.

Moving forward, the CIP will show all projects scheduled that are new and currently in phase throughout the five-year timeline, whether funded in full or partially. As a basic tool for scheduling anticipated capital projects and costs, the CIP is critical for planning and controlling future budget and debt service requirements. For this reason, the CIP moving forward includes projects where needs have been defined, but specific funding solutions have not been identified (unfunded). By providing unfunded projects in the timeline, we acknowledge the need and recognize a commitment to schedule and pursue additional funding.

City staff are adept at obtaining grants to support needs across many CIP Categories. Whether it be FAA support of the airport, various state and federal grants supporting transportation and water quality projects, or grants serving hazardous fuel reductions and sustainability. Our staff is incredibly talented at supporting the Capital Program via fund sources outside the City's general or local fund pool. For the next few years, staff will be placing more emphasis on applying for and receiving various grants to fund the projects in the future. However, most grant sources require a monetary match from the agency. Typically, 10%, to 20% depending on the source. The grant matching funds are usually derived from the city's general fund, and by committing to fund a project via grant revenue, the city is also committing to the matching funds, and in doing so, restricting available limited dollars for non-grant applicable operational and capital needs. While the leveraging of match funds from undesignated general funds for purposes of larger-scale grant acquisition is generally positive and maximizes project success, the city and staff should be cognizant of the potential to "overload" the CIP with grant-funded projects and further restrict available funding for operations and non-grant related capital.

Furthermore, most grants require the project to be "shovel-ready". Preliminary studies, concepts, preliminary environmental, cost estimates, public outreach, and other project metrics are required for successful grant consideration. These initial tasks often rely on the city's undesignated general fund reserves to "seed" the project and again restrict available general fund dollars for non-grant-funded capital. Finally, the entire grant process, from application through procurement, implementation, reporting, and closeout, is very time-intensive and requires significant staff support. The ability to advance the projects to a "shovel-ready" stage is even more critical now with the Federal Infrastructure Investment and Jobs Act (FIJA). This bill has significant potential for the City of South Lake Tahoe during the next five years, and to take full advantage of these grant opportunities, projects need to reach a "shovel-ready" stage, which requires the "seed" funds to advance the projects to a viable stage.

In 2009, the city embarked on formally evaluating the roadway paving network. Subsequently, Measure S was approved by the voters in 2020, and annual funding is now being applied to the asset class. In 2023, the city had completed a condition assessment and Pavement Condition Index (PCI) and would aid in determining the true needs and develop a multitude of pavement rehabilitation schemes to extend the life of roadways in South Lake Tahoe. With the combination of Measure S funds, State Gas Tax SB1 (RMRA) funds, and Utility In-Lieu fees, the city will most likely allocate nearly $60 million to the roadway network rehabilitation over the next twenty years at current fund levels.

In 2010, the staff brought forward concerns with the condition of various park assets, including the recreation center. In November 2016, voters passed Measure P, a citywide increase of the transient occupancy tax (TOT) by 2 percent with funds earmarked for a new recreation complex. Subsequently, the first phase of the city's new Multi-Generational Recreation and Aquatics Center is scheduled to be completed in January 2026.

In 2023, staff completed a Conditions Assessment for all City facilities, with an estimated total upgrade need of $48 million. The city also completed an ADA Transition Plan for citywide upgrades, with an estimated cost of $14 million for full implementation.

The city's surplus funds, or undesignated general funds reserves calculated annually, are not solely obligated for capital programming. The city's general fund reserves attempt to balance needs across all city operations, programs, and capital. Thus, there are many competing interests for the funds. Actual funds available for capital needs are not known until all other cost accounting takes place, and as such, the planning of the annual CIP is somewhat dynamic.

Issue and Discussion: Capital improvement programming guides the efficient and effective delivery of public facilities, systems, and infrastructure. Programming capital projects over time can promote better use of the City's limited financial resources and assist in coordinating public and private development.

The draft Five-year (FY 24-28) capital plan document is being proposed for adoption during the City's annual budget process. It details the funding/expense of all projects within the five-year timeline, including all projects funded by state, federal, and local grants. For this agenda item, we are introducing and discussing the FY24-25 capital appropriation requests priorities, discussing the ad hoc CIP committee recommendations, discussing the public participatory budget survey results, and identifying future near-team budget requests to fund the proposed CIP program before budget adoption on August 27, 2024.

Staff CIP Recommendations: For this year, City staff comprised of the city manager's office, public works, parks and recreation, finance, public safety, planning, police, fire, and IT departments started reviewing the departmental needs in October 2023. This team also conducts an in-depth analysis of the impact of the capital program on cash flow and expenses, as well as the City's ability to finance, process, design, construct, and ultimately maintain and operate projects. Each department completed its projects and funding requests. A list of projects was developed for both Mid-Year 2024 and Fiscal Year 24-25.

On January 4, 2022, the City Council appointed two ad hoc members to serve on the Capital Improvement Program Committee. The 24-25 ad hoc committee members are Cody Bass, Mayor, and John Fredrich, Mayor Pro Tem. The ad hoc Committee met on March 4, 2024, to review the Mid-Year and Fiscal Year 24-25 project recommendations.

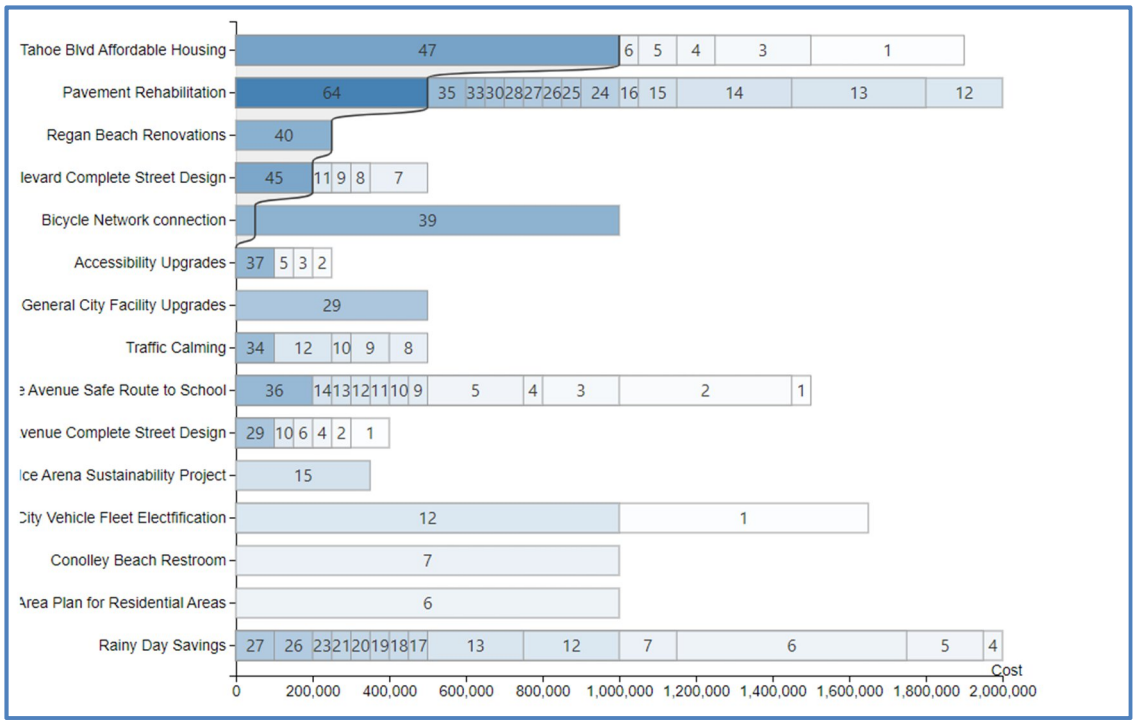
The City Council approved the Mid-Year projects on March 12, 2024. As part of the mid-year budget adoption, the City Council directed the City Manager to reengage in community polling for input on using excess funds.

Participatory Budget Outcome: On May 7th, the City Council approved the list of projects to be included in the participatory budgeting survey along with the associated project funding as

shown in **Attachment 02**. Some projects were presented with a range of financing that could be allocated, reflecting the extent of progress desired. In contrast, others were presented with a single dollar amount required to implement the project. Participants were asked to allocate $2,000,000 to projects based on their desired priorities.

The participatory budgeting survey was launched on June 7th and advertised through a press release, social media, print ads, and posters. The survey was available until July 9th. The 144 survey participants were required to attest that they were city residents and at least 16 years old. The results of the survey are depicted in **Figure 1** below. The colors in each bar indicate the number of votes for at least the associated amount at the bottom of the chart. For example, there were 47 votes for at least $1,000,000 to be allocated to the 3900 Lake Tahoe Blvd affordable housing project, six votes for at least $1,050,000 to be allocated, five votes for at least $1,150,000 to be allocated, and so forth. Thus, the number shown furthest to the left in each bar represents the total number of votes for that project. Results of the survey are also shown in **Table 1.**

Figure 1



The resulting survey funding allocation to top-voted projects is shown in the second column below, along with associated CIP budget requests:

Table 1

Project	Total votes	Survey Allocation	Recommended CIP Budget Request	Source of Funds
3900 Lake Tahoe Blvd	47	$1,000,000	$1,000,000 (set aside)	General Fund
Roadway Rehabilitation	64	$500,000	$500,000	Measure S
Reagan Beach Renovation	40	$250,000	$250,000	General Fund
Johnson Blvd Complete Street design	45	$200,000	$200,000	General Fund
Bicycle Network Connection at Sierra and Palmira Blvd intersection	39	$50,000	$0	
Accessibility Upgrades	37	$0	$100,000	Cannabis Revenue
General City Facility Upgrades	29	$0	$260,000 ($200,000 Capital replacement, $60,000 Stateline Transit Center)	General Fund and Cannabis Revenue
Traffic Calming	34	$0	$50,000	General Fund

The allocation of funds to the Sierra and Palmira bicycle connection resulted from the next highest-voted project receiving the remaining funds. However, more than $50,000 is needed to make progress on this project, so it is recommended that the $50,000 be allocated to traffic calming measures to address issues identified in the US 50/89 Road Safety Audit, which could be implemented within this budget amount. Other projects in the participatory budgeting survey are not recommended for funding within the Fiscal Year 24-25 budget requests. There are also CIP budget recommendations for some projects that were not included in the participatory budgeting survey.

Upon completing the Participatory Budget results, the City Manager and Finance Department reviewed the available and expected budgets for the year and recommended a total from various sources available to fund the CIP projects.

Financial Implications: The FY 24-25 Capital Improvement Plan sets into motion the delivery of specific projects and maintenance tasks required to protect and upgrade existing assets or plan and construct new assets in accordance with existing City goals, objectives, plans, and policies.

Attachment 03 summarizes the FY 24-25 Budget recommendations, which include staff recommendations, Participatory Budget recommendations, and future planned budget requisitions anticipated for all projects during the next six months. The total funding recommendation, including future budget appropriations for FY 24-25, is **$13,654,898** **Attachment 04** is a PowerPoint presentation that summarizes the project and funding summaries for FY 24-25 budget appropriations.

Attachment 05 summarizes the **Five-Year (24-28)** proposed Capital Improvement projects. The total Five-Year CIP, including past budget appropriation, is **$324,459,116.** The total unfunded Five-Year CIP is **$154,751,379.** This total is an estimate and will be refined annually as project development progresses. The city is planning to apply for grants to cover the necessary funds to complete the projects.

The Participatory Budgeting Survey requested to allocate $2,000,000 to the city council-approved list of projects. This funding was reported as available during the mid-year budget presentation and resulted from the prior fiscal year General Fund undesignated excess reserve. The total excess reserve amount reported was approximately $3.5 million, however, approximately $1.3 million was anticipated to be allocated towards the growing 25% General Fund committed reserve for the next fiscal year 2024-2025. It is also currently anticipated that $200K will be requested from this excess reserve for the financed purchase of police body cameras at one of the upcoming council meetings, as well as $300K will be appropriated during FY 2024-2025 mid-year budget review towards CalPERS's Unfunded Accrued Liability (UAL) prepayment amount due in July 2025.

After the review of Participatory Budgeting Survey results, staff is proposing to use $1.5 million from the General Fund and $500K from Measure S Sales Tax fund to fund $2 million in projects. This allocation of Measure S sales tax revenue is consistent with the Measure S ballot title which directs its use towards City's service priorities, including streets and pothole repairs, and restricts spending it on general operating needs. The remaining $500K in General Fund excess reserve from the prior year is proposed to be retained for grants match set-aside and other unanticipated operating needs in the coming months, including those listed in the previous paragraph.

The City is approaching the fiscal year end, and the Finance Department anticipates to end the year with some budget savings which will be calculated in January after the annual audit process is mostly complete. Revenues at the beginning of the fiscal year were lagging and were below the last year's actuals, however, that gap has been narrowing for two major revenue sources – sales tax and transient occupancy tax. Sales tax revenue is anticipated to meet budget projections, while TOT could end the year approximately $500K below budget projections. The shortage is anticipated to be covered by excess in other revenue sources, such as property tax, interest income and parking citation fines. Overall, General Fund is anticipated to end the current fiscal year with at least $1m in additional excess reserves that will be available for appropriations during the mid-year budget review process in March of 2025.

Environmental Considerations:
Receiving this report and providing direction to staff is not approval of a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15352 and 15378 because it does not commit the City to a definite course of action regarding the projects listed within the Capital Improvement Plan and does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change to the environment.

Policy Implications:
The proposed CIP requests and Policies are consistent with:

Strategic Plan
Priority 1 – Built Environment, Goal 1.2 – Mid-Town Revitalization, Action 1.2 – Complete the new Recreation and Swim Complex.

CIP Financial Policy
The City Council shall adopt the annual CIP that addresses all capital investments planned for the budget year and for the subsequent budget years at the same time as the adoption of the Annual Budget.

Annual Appropriation Requirement
The capital budget represents only the first year of the CIP. The primary difference between the capital budget and the CIP is that, through the annual Appropriation Resolution passed by the City Council, the Capital Budget legally authorizes expenditures during the upcoming fiscal year. The CIP includes the first-year projections as well as future projects for which financing has not been secured or legally authorized. The funding allocation for future years of the CIP is therefore subject to change.

Project Manager
Every capital improvement project will have a project manager who prepares the project proposal, ensures that required phases are completed on schedule, authorizes all project expenditures, ensures that all regulations and laws are observed, and periodically reports project status.

Statement of Fiscal Impact on the Operating Budget
Each approved CIP project will contain a statement of fiscal impact on the annual operating budget and the source of funding.

General Plan Policy TC-1.4: Capital Improvement Program Funding. The City shall provide for sufficient funding to finance the transportation projects in the Capital Improvement Program (CIP).

General Plan Policy TC-1.5: Street Repair Program. The City shall maintain and implement the Pavement Management Plan and maintain a street repair program that ensures sufficient funding for maintenance of South Lake Tahoe's Street System.

General Plan Policy PQP-1.6: Capital Improvement Program. The City shall review and update yearly the Capital Improvement Program (CIP) to ensure the implementation and adequacy of the plan.

General Plan Policy PQP-1.8: Financing and Prioritizing Maintenance of Existing Infrastructure. The City shall identify operations and maintenance costs and priorities for existing infrastructure, and identify and develop a fair, equitable, and stable fiscal program to finance the ongoing maintenance of infrastructure.

Participatory Budgeting Project List

Title	Description	Cost min	Cost max
Rainy Day Savings	Funds would be reserved by the City to address potential future downturn in City revenues to minimize impacts to core services.	$0	$2,000,000
City Vehicle Fleet Electfification	Funds would be used to replace gas powered City fleet vehicles and to install EV charging stations. Funding within the sliding scale option would determine the scope of implementation possible within the funding amount.	$1,000,000	$2,000,000
Ice Arena Sustainability Project	The project would include sustainability improvements to the Ice Arena beginning in 2026. Funding would be used to finance approximately $5.5 million in improvements that include replacement of the fire suppression system and chiller plant.	$350,000	
Traffic Calming	Funds would be used to implement neighborhood traffic calming measures in collaboration with residents. Traffic calming measures may include roadway features such as signage, road narrowing, pedestrian safety enhancements, stop signs, etc. Funding within the sliding scale option would determine the scope of implementation possible within the funding amount.	$100,000	$500,000
Stateline Avenue Complete Street Design	Complete streets projects enable safe access for all people who use streets, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Funds would be used to initiate community outreach, planning and design work to transform Stateline Avenue, Lakeshore Blvd and Park Avenue into complete streets with appropriate facilities for pedestrains, transit, bicycles and vehicles. Funds would augment $100,000 already allocated from the City General Fund. Advancing the project design would increase the competitiveness of the project for construction grant funding.	$100,000	$400,000
Johnson Boulevard Complete Street Design	Complete streets projects enable safe access for all people who use streets, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Funds would be used to initiate community outreach, planning and design work to transform Johnson Boulevard into a complete street with appropriate facilities for pedestrains, transit, bicycles and vehicles. Advancing the project design would increase the competitiveness of the project for construction grant funding.	$200,000	$500,000
Bicycle Network connection	Funds would be used to secure easements, design construction plans and implement construction of Class 1 bicycle paths to complete a bicycle network connection at Sierra Blvd/Palmira Ave to the bikeway at Ponderosa St.	$1,000,000	
Spruce Avenue Safe Route to School	This project would include sidewalks and improved pedestrian and bicyclist safety infrastructure in the area around Bijou Elementary School. $200,000 in funding would be used for community outreach, planning and design work to make the project "shovel ready" and increase its competitiveness for construction grant funding. Greater amounts of funding within the sliding scale option would be allocated to project construction, reducing the need to apply for grant funding.	$200,000	$2,000,000
Pavement Rehabilitation	The City currently allocates a minimum of $2.5 million annually to road rehabilitation. Funding selected here would be in addition to the annual allocation and would increase the amount of pavement rehabilitation throughout the City in the next fiscal year. Funding within the sliding scale option would determine the scope of implementation possible within the funding amount.	$500,000	$2,000,000

Accessibility Upgrades	Funds would be used to continue implementation of the City's ADA Transition Plan. The Transition Plan identifies projects to remove barriers and facilitate equivalent access for all qualified individuals. Priority projects identified in the Transition Plan include removing path of travel barriers, repairing sidewalks and walkways, improving curb ramps, improving accessible parking spaces, improving ramps, installation of handrails, etc. Funding within the sliding scale option would determine the scope of implementation possible within the funding amount.	$100,000	$250,000
Regan Beach Renovations	Funds would be used to update the conceptual plan and develop construction design plans for Regan Beach. Completions of design work will make the project "shovel ready" and increase its competitiveness for construction grant funding.	$250,000	
Connolley Beach Restroom	Funds would be used to construct public restrooms at Conolley Beach.	$1,000,000	
General City Facility Upgrades	Funds would be used for on-going maintenance and rehabilitation of City facitities. This would include items such as HVAC system repairs/replacement, roof replacement, window replacement, exterior improvements, electrical upgrades, etc.	$500,000	
Lake Tahoe Boulevard Apartments at 3900 Lake Tahoe Blvd Affordable Housing	The Lake Tahoe Boulevard Apartments will be 100% affordable mixed-income residential project with an affordability term of 55 years and a ground floor commercial component consistent with the Tourist Core Area Plan mixed use goals. This project is anticipated to have 70 units of affordable housing, live work units, and common spaces. The site is vacant property on Lake Tahoe Blvd between the Midway Road and Pioneer Trail intersections. This site is unique in the Tahoe Basin based on its proximity to a variety of services, year-round employment opportunities and transportation options. Funds would be used to leverage state and federal funding opportunities to fully fund the $62 million project.	$1,000,000	$2,000,000
Area Plan for Residential Areas	The project would involve development of an area plan that would serve as the land use and zoning policy and regulatory document covering all residential areas not already within the boundaries of an area plan. Area plans are a component of the Tahoe Regional Planning agency Regional Plan to allow local jurisdictions greater flexibility in implementing a community vision and to create greater consistency with state laws, including laws to facilitate housing development.	$1,000,000	

South Lake Tahoe

Capital Improvement Program

2024 through **2028**

PROJECTS BY DEPARTMENT

Fiscal Impact Category	Rollforward	23/24	24/25	25/26	26/27	27/28	Future	Total
AP - Airport/Aviation								
Airport Fence Line	$ -	$ -	$ 150,000	$ 150,000	$ 150,000	$ -	$ -	$ 450,000
Airport Master Plan Update - Phases 1 & 2	$ -	$ 514,169	$ -	$ -	$ -	$ -	$ -	$ 514,169
Airport Pavement Maintenance Plan	$ 164,556	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,556
Airport Pavement Repair	$ -	$ 1,291,000	$ 1,178,000	$ 350,000	$ 1,000,000	$ 18,710,000	$ -	$ 22,529,000
AP - Airport/Aviation Total	**$ 164,556**	**$ 1,805,169**	**$ 1,328,000**	**$ 500,000**	**$ 1,150,000**	**$ 18,710,000**	**$ -**	**$ 23,657,725**
AT - Active Transportation (Trails, Bikes, Sidewalk)								
Bijou Bike Park Small Pump Track Paving	$ 35,000	$ 85,000	$ -	$ -	$ -	$ -	$ -	$ 120,000
Bijou Park Connector Project	$ 977,056	$ 300,000	$ 572,000	$ -	$ -	$ -	$ -	$ 1,849,056
Citywide ADA Upgrades	$ 150,000	$ -	$ 100,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 1,250,000
Dennis Machida Memorial Bike Way Phase 1C	$ 173,544	$ 800,000	$ -	$ 500,000	$ 7,750,000	$ -	$ -	$ 9,223,544
South Tahoe Bikeway Wayfinding and Amenities	$ 35,957	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ 65,957
Sugar Pine Multi-Use Trails - AHSC Grant	$ -	$ 2,422,543	$ -	$ -	$ -	$ -	$ -	$ 2,422,543
AT - Active Transportation (Trails, Bikes, Sidewalk) Total	**$ 1,371,557**	**$ 3,637,543**	**$ 672,000**	**$ 750,000**	**$ 8,000,000**	**$ 250,000**	**$ 250,000**	**$ 14,931,100**
FA - Facilities & Buildings								
1740 D Street Renovations	$ 3,220,706	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ 3,280,706
Bellamy Parking Garage Upgrades	$ 473,000	$ 450,000	$ 600,000	$ -	$ -	$ -	$ -	$ 1,523,000
Ice Arena Chiller Plant Replacement	$ -	$ -	$ -	$ 160,000	$ -	$ -	$ -	$ 160,000
Ice Arena Fire Suppression Repair	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Long Term Capital Replacement	$ 583,266	$ -	$ 200,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 2,783,266
Misc. Maintenance - Minor Capital	$ 108,701	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 508,701
Multi-Generational Recreation Center	$ 70,233,306	$ 2,711,457	$ -	$ -	$ -	$ -	$ -	$ 72,944,763
Services Center Renovations	$ 165,876	$ 49,663	$ -	$ -	$ -	$ -	$ -	$ 215,539
Stateline Transit Center Exterior Painting	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
FA - Facilities & Buildings Total	**$ 74,784,855**	**$ 3,211,120**	**$ 860,000**	**$ 820,000**	**$ 600,000**	**$ 600,000**	**$ 600,000**	**$ 81,475,975**
IT - Communications & IT								
Broadband Infrastructure Program	$ -	$ 102,447	$ -	$ -	$ -	$ -	$ -	$ 102,447
IT - Communications & IT Total	**$ -**	**$ 102,447**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 102,447**
PA - Parks and Grounds								
56 Acres Master Plan	$ 342,184	$ -	$ -	$ 250,000	$ 1,000,000	$ 8,000,000	$ -	$ 9,592,184
Al Tahoe Cemetery Security Improvements	$ 80,418	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,418
Bijou Park Skate Park Renovations	$ 250,000	$ 15,445	$ -	$ -	$ -	$ -	$ -	$ 265,445
Community Fields Restroom	$ 216,723	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,723
Community Playfields	$ 1,578,207	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,578,207
Conolley Beach Restrooms	$ -	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	$ 1,000,000
Existing Recreation Center Demolition/Site Restoration	$ -	$ -	$ -	$ -	$ -	$ 5,000,000	$ -	$ 5,000,000
Lakeview Commons and Ski Run Blvd Electrical Upgrades	$ 80,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,000
New Parks Shop	$ -	$ -	$ -	$ 100,000	$ 1,500,000	$ -	$ -	$ 1,600,000
Parks Interim Trailer	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
Regan Beach Concession Building Repairs	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Regan Beach Renovations	$ -	$ -	$ 250,000	$ 1,000,000	$ 1,000,000	$ -	$ -	$ 2,250,000
PA - Parks and Grounds Total	**$ 2,597,532**	**$ 115,445**	**$ 250,000**	**$ 2,350,000**	**$ 3,500,000**	**$ 13,000,000**	**$ -**	**$ 21,812,977**
PS-F - Public Safety - Fire								
Fire Prevention - USFS Grant	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000
Fire Station 1 Upgrades	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Fire Station 2 Replacement	$ 154,496	$ -	$ -	$ -	$ -	$ -	$ -	$ 154,496
Fire Station 2 Roof Repairs	$ -	$ -	$ -	$ -	$ -	$ 60,000	$ -	$ 60,000

Fiscal Impact Category	Rollforward	23/24	24/25	25/26	26/27	27/28	Future	Total
Fire Station 3 New Building	$ -	$ 1,500,000	$ 500,000	$ 6,000,000	$ 12,000,000	$ -	$ -	$ 20,000,000
Fire Station 3 Upgrades	$ 592,050	$ -	$ -	$ -	$ -	$ -	$ -	$ 592,050
PS-F - Public Safety - Fire Total	**$ 946,546**	**$ 1,650,000**	**$ 500,000**	**$ 6,000,000**	**$ 12,000,000**	**$ 60,000**	**$ -**	**$ 21,156,546**
PS-P - Public Safety - Police								
Police Department Roof Replacement	$ 805,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 805,000
Safety Communications Project	$ 4,512,715	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,512,715
PS-P - Public Safety - Police Total	**$ 5,317,715**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,317,715**
PWD - Public Works Admin								
Grant Application Consulting Services	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
PWD - Public Works Admin Total	**$ -**	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**
ST - Complete Streets								
Annual Streets and Roads Paving and Rehabilitation	$ 22,495,245	$ 3,609,812	$ 2,300,000	$ 3,019,161	$ 3,019,161	$ 3,019,161	$ -	$ 37,462,540
Heavenly Valley Parking/Traffic Upgrades	$ -	$ 180,000	$ -	$ -	$ -	$ -	$ -	$ 180,000
Johnson Boulevard Complete Street Project	$ -	$ -	$ 200,000	$ 1,200,000	$ 3,000,000	$ 7,000,000	$ -	$ 11,400,000
Misc. Traffic Safety and Calming Projects	$ 121,568	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 521,568
Pioneer Safety Project - Phase 2	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Pioneer Trail Improvements - Phase II	$ 830,281	$ 4,082,958	$ 1,254,898	$ -	$ -	$ -	$ -	$ 6,168,137
Pioneer Trail Safety Improvement Project - HSIP	$ 175,600	$ 306,000	$ -	$ -	$ -	$ -	$ -	$ 481,600
Stateline Avenue Complete Streets Project	$ 100,000	$ -	$ 150,000	$ 1,200,000	$ 2,000,000	$ 12,500,000	$ -	$ 15,950,000
Traffic Calming Toolbox	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Traffic Signal Upgrades/Replacement	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
US 50 Corridor Study	$ -	$ -	$ 475,000	$ 2,000,000	$ -	$ 18,000,000	$ -	$ 20,475,000
US 50/80 Road Safety Audit Implementation	$ -	$ -	$ 50,000	$ 250,000	$ -	$ -	$ -	$ 300,000
Vision Zero Program	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ 250,000
ST - Complete Streets Total	**$ 23,722,694**	**$ 8,428,770**	**$ 4,629,898**	**$ 8,019,161**	**$ 8,119,161**	**$ 40,619,161**	**$ 100,000**	**$ 93,638,845**
SUS - Sustainability								
Citywide Sustainability and Energy Upgrade Project	$ -	$ 2,000,000	$ 4,500,000	$ 350,000	$ 350,000	$ 350,000	$ 6,790,103	$ 14,340,103
Corp Yard Upgrade - AHSC Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric Vehicles - Fleet Replacement	$ -	$ -	$ -	$ 815,000	$ 500,000	$ 500,000	$ -	$ 1,815,000
EV Charging Infrastructure - Fleet	$ -	$ -	$ -	$ 800,000	$ 800,000	$ 400,000	$ -	$ 2,000,000
EV Charging Station Installation - Public Use	$ -	$ -	$ -	$ 400,000	$ 400,000	$ 400,000	$ -	$ 1,200,000
EV Charging Stations - Microtransit Electric Vans	$ -	$ 347,000	$ -	$ -	$ -	$ -	$ -	$ 347,000
Ice Arena Sustainability Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
On-Call Electrical Engineering Services - Sustainability	$ -	$ 300,000	$ 130,000	$ -	$ -	$ -	$ -	$ 430,000
Public Works and Fire Department Backup Power	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Telemetry Based Mechanical Controls	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Fountain Stations	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000
SUS - Sustainability Total	**$ 150,000**	**$ 2,797,000**	**$ 4,630,000**	**$ 2,365,000**	**$ 2,050,000**	**$ 1,650,000**	**$ 6,790,103**	**$ 20,432,103**
SW - Stormwater and Environmental Improvements								
Bijou Park Creek -Upper Watershed	$ 2,798,636	$ 577,998	$ 400,000	$ 1,104,089	$ 1,794,704	$ -	$ -	$ 6,675,427
Drainage Improvements - Micro Areas - City Wide	$ 845,961	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 1,095,961
Drainage Master Plan Update	$ 297,339	$ -	$ -	$ 300,000	$ -	$ -	$ -	$ 597,339
Drainage Pipe Replacement	$ 1,060,250	$ -	$ -	$ 900,000	$ 900,000	$ 900,000	$ 900,000	$ 4,660,250
James & Eloise Drainage Pipe Replacement	$ 450,000	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Ruby Way Erosion Control Project	$ 212,870	$ -	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,712,870
Tahoe Valley Stormwater and Greenbelt Improvement Project	$ 10,804,534	$ 5,720,000	$ 235,000	$ -	$ -	$ -	$ -	$ 16,759,534
SW - Stormwater and Environmental Improvements Total	**$ 16,469,590**	**$ 6,347,998**	**$ 685,000**	**$ 4,854,089**	**$ 2,744,704**	**$ 950,000**	**$ 950,000**	**$ 33,001,381**
VE - Vehicles & Equipment								
Fuel Pump Replacement	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
Parks Equipment	$ -	$ 193,302	$ -	$ 200,000	$ -	$ 200,000	$ -	$ 593,302
Public Works and Snow Equipment Vehicles Replacement	$ -	$ 2,189,000	$ -	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ -	$ 8,189,000
VE - Vehicles & Equipment Total	**$ -**	**$ 2,432,302**	**$ -**	**$ 2,200,000**	**$ 2,000,000**	**$ 2,200,000**	**$ -**	**$ 8,832,302**

Fiscal Impact Category	Rollforward	23/24	24/25	25/26	26/27	27/28	Future	Total
Total	$125,525,045	$ 30,527,794	$ 13,654,898	$ 27,858,250	$ 40,163,865	$ 78,039,161	$ 8,690,103	$324,459,116

Capital Improvement Program Recommendations
24/25 Fiscal Year Budget

CITY OF
SOUTH LAKE TAHOE

City Council Meeting

August 13, 2024

Capital Improvement Program (CIP) Goals

- CIP recommendations have been developed through input and coordination with all City Departments
- It reflects community needs, City Council strategic priorities, departmental needs, and the city's initiative, including the sustainability goals
- It incorporated the public participatory budget results
- The proposed CIP is balanced based on funding availability, critical needs, and the council's goals and initiatives

The CIP Team

Ad hoc CIP Subcommittee

- Cody Bass, Mayor
- John Fredrich, Mayor Pro Tem

- Engineering Division
  - Brianna Greenlaw
  - Stephen Anderjack
  - Emily Dougherty
  - Jason Burke
- Airport Division
  - John Dickinson
- Facilities Division
  - Ricky Riddle
  - Travis Shindelbower
- Fleet/Streets Divisions
  - Phil Harwood
  - Jerry Heath

City Manager/Finance Department

- Joe Irvin
- Hilary Roverud
- Olga Tikhomirova

- Parks Department
  - John Stark
  - Dennis Churchill
- Development Services
  - Zack Thomas
- Police Department
  - Jeff Roberson
- Fire Department
  - Jim Drennan
  - Jay Manning
- Sustainability
  - Sara Letton

Project Summary – 24/25
A Balanced Approach

- 11 Projects with Budget Requests/Recommendations for 24/25 Budget
- 5 Projects from Participatory Budget Recommendations for 24/25 Budget
- 8 Projects for Future Council Action during the next six months
- 20 Active and ongoing projects (Fully or Partially Funded)

Total: 44 projects, including Airport, Facilities, Fire, Police, Complete Street, Stormwater, Sustainability and Housing projects

24/25 Budget Requests

Facilities & Buildings

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Long Term Capital Replacement	$200,000	GF	$48,000,000	On-Going General Facility upgrades
Bellamy Parking Garage Upgrades	$600,000	Parking Enterprise Funds	$1,523,000	Phase 1 Completed Phase 2 – Sept. 24 Phase 3 – Will be Implemented with the Energy Upgrade Project.
Stateline Transit Center Painting	$60,000	Cannabis	$60,000	**New Project**

Public Safety – Fire

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Fire Station 3 Replacement	$500,000	Measure S	$20,000,000	The council directed staff to negotiate with BOM for right-of-way needs. $1.5 million is transferred from FS 2. Additional 24/25 funds will be used for ROW acquisition and Design-Build services.

Active Transportation (Trails, Bike, Sidewalks)

Project	24-25 Budget Requests	Funding Source	Total Project Cost	Status-Notes
Citywide ADA Upgrades	$100,000	Cannabis	$1,000,000 (adjusted annually)	Started in 2023

Complete Streets

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Annual Pavement Rehab	$1,800,00 + In-Lieu Fees (TBD)	Measure S	$1,800,000 + In lieu of Reimbursement (2025 only)	In lieu reimbursements from STPUD, SWG and Lukins (TBD)
Pioneer Trail Improvements – Phase 2	$700,000 $554,898	Measure S SB1	$6,149,635	ROW Acquisition near completion. The goal is to begin spring 2025, Measure S and SB1 funding for the paving portion of the project.
Traffic Calming Toolbox	$100,000	Cannabis	$100,000	**New Project** To address on-going requests
Pioneer Trail Safety Project – Phase 2	$100,000	Cannabis	$100,000	Relocation of utility pole and additional widening for safety upgrades

Stormwater and Environmental Improvement Projects

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Drainage Improvements – Citywide Micro Areas	$50,000	Cannabis	Adjusted annually	On-going citizen's response and mitigation measures.

Public Works Administration

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Grant Application Services	$100,000	Cannabis	$100,000	**New Project** Assistance need to obtain grants for unfunded projects that are ready for construction

24/25 - Funding Request Summary

FUNDING BREAKDOWN SUMMARY	
Funding Source	**24-25 Fiscal Year Recommendations**
Measure S Funds	$ 2,500,000 (Road Rehab) $ 500,000 (FS 3)
SB 1 Funds (Road Rehab)	$ 554,898
Cannabis Special Revenue	$ 510,000
Parking Enterprise Funds	$ 600,000
General Funds	$ 200,000
Total	$ 4,314,898

24/25 Participatory Budget Recommendations

Parks & Grounds

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Regan Beach Renovations	$250,000 (Participatory Budget)	GF	$2,250,000	The funding request will include general improvements to the facility, including ADA upgrades. **(Partial Upgrade)**

Complete Streets

Project	24-25 Budget Request	Funding Source	Total Project Cost	Status-Notes
Annual Pavement Rehab	$500,000 (Participatory Budget)	Measure S	$500,000 (2025 only)	
Johnson Blvd Complete Street Project	$200,000 (Participatory Budget)	GF	$12,000,000	Phase 1 is Utility Undergrounding (Liberty lead). Participatory Budget allocation will allow the Feasibility Study **(Feasibility Study Only)**
US 50 Road Safety Phase 1 Upgrades (City Portion)	$50,000 (Participatory Budget	GF	$50,000	Implementation of City's portion of Phase 1 Recommendations. Staff recommendation.

Housing (Participatory Budgeting Only)

Project	24-25 Budget Request	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
Lake Tahoe Blvd Apartments at 3900 Lake Tahoe Blvd	-	$1,000,000 (Participatory Budget)	GF	TBD	The Lake Tahoe Boulevard Apartments will be 100% affordable mixed-income residential project. Matching Funds to leverage State and Federal funds. **This will be Set-Aside Funds.**

24/25 – Participatory Budget Funding Request Summary

FUNDING BREAKDOWN SUMMARY		
Funding Source	**24-25 Fiscal Year Recommendations**	**Set-Aside for Matching Funds**
Measure S Funds	$ 500,000 (Road Rehab)	
General Funds	$ 500,000	$ 1,000,000
Total	$ 1,000,000	$ 1,000,000

Future Council Actions – Not Part of 24/25 Budget Request

Airport Division

Project	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
Airport Fence Line	$150,000	Airport Enterprise	$450,000	**New Project** Security Issues
Airport Pavement Repair	$273,300 $885,000 $19,700	Airport Enterprise FAA State	$1,178,000	Asset Preservation

Active Transportation (Trails, Bike, Sidewalks)

Project	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
Bijou Park Connector	$400,000 $172,000	TRPA Funds Star Ballot Measure	$1,849,056	Design to be completed in 2024 Construction in 2025 **(Partially Funded)**

Complete Streets

Project	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
US 50 Corridor Study ("Y" to Stateline)	$420,517 $54,483	Caltrans Grant City Matching Funds	$20,000,000	Recently approved grant application to begin Feasibility Study. City matching funds were approved on 11/21/23. **(Feasibility Study only funded).**

Stormwater and Environmental Improvement Projects

Project	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
Bijou Park Creek – Upper Watershed	$400,000	TRPA Mitigation (WQ & SEZ)	$6,654,987	USFS Grant Additional funding will allow the construction of Rockwood to Blackwood Drainage Improvements (portion of the overall project) by the Spring of 2025. **(Partially Funded)**
Tahoe Valley Stormwater and Greenbelt Improvement Project	$160,000 $75,000	TRPA Mitigation (WQ) Lahontan SEP	$17,080,499	This project is primarily funded by SRWQCB, LRTA, and CTC Grants, TRPA mitigation, and local funds. Additional funding is needed to complete necessary easement acquisition and construction services.

Sustainability Projects

Project	8/13/24 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
On-Call Electrical Engineering Services for EV Stations	$45,000 $85,000 (8/13/24 council item)	Tahoe Grant Fund Bellamy Parking Meter	$430,000	**New Project** Design for fleet EV charging stations

Sustainability Projects

Project	Future 24/25 Council Action for Funding	Funding Source	Total Project Cost	Status-Notes
Citywide Sustainability and Energy Upgrade Projects *(this comprehensive project includes the component projects below, and other energy savings measures not listed here)*	$4,500,000	Multiple (TBD)	$12,340,103 (Estimated)	Willdan was retained in 2023 to conduct an Investment Grade Audit toward the development of a comprehensive Project. The balance of the project cost will be financed and paid out of energy cost savings. ($600,000 from Bellamy Garage Revenues)
Telemetry Based Mechanical Controls	Included above	NA	-	Quick payback project, to be implemented early in Project.
Ice Arena Sustainability Project	Included above	NA	-	Most likely to begin in 2026 after the financing plan is developed. Some additional upgrades may need to be funded separately.
Corp Yard Solar Project	Included above	NA	-	**Supporting Housing Program** Sugar Pine Transit/Solar Project. Funded by AHSC grant. This will be the first project Willdan will implement due to grant funding. $2 million Grant. **(Funded. Not part of $4.5m)**

Future Funding Request Summary (Next 6 months)

FUNDING BREAKDOWN SUMMARY	
Funding Source	**Future Funding Requests**
Airport Enterprise or FAA Funds	$ 423,300
FAA and Caltrans Airport Funds	$ 904,700
TRPA Mitigation Funds	$ 400,000 (Bijou Connector) $ 400,000 (Upper Bijou Park Creek) $ 160,000 (Tahoe Valley Green Belt)
Lahontan	$ 75,000 (Tahoe Valley Green Belt)
Star Ballot Measure	$ 172,000 (Bijou Connector)
Tahoe Grant Funds	$ 45,0000 (EV Design)
Bellamy Parking Meters	$ 85,000 (EV Design)
Oher Funds (TBD)	$ 4,500,000 (Energy Project)
Total	$ 7,165,000

Other On-Going and Active Projects (Fully or Partially Funded)

- Airport Pavement Maintenance Plan ($164,556)
- Airport Master Plan Update ($514,169)
- Services Center Renovation ($215,539)
- Multi-Generational Rec. Center ($72,944,763)
- Community Fields Restroom ($216,723)
- Al Tahoe Cemetery Improvements ($80,418)
- Bijou Skate Park Renovation ($265,445)
- Regan Beach Concession Building Repairs ($50,000)
- Lakeview Commons and Ski Run Electrical Upgrades ($80,000)
- Police Roof Replacement ($805,000)
- Bijou Bike Park Small Pump Track ($120,000)

Other On-Going and Active Projects (Fully or Partially Funded)

- Dennis Machida Bikeway – Phase 1C ($800,000 funded. Total estimated cost: $9.3m)
- Sugar Pine Multi-Use Trail (AHSC Grant) ($2.4 million. Fully funded)
- Pioneer Trail Safety Project (481,600. Fully funded)
- Stateline Ave Complete Street Project ($252,000 funded for feasibility. Total estimated cost $16m)
- Traffic Safety and Calming Projects (citywide) ($30,000 remaining funds)
- EV Charging Stations for Micro-Transit Vehicles ($347,000. Fully funded)
- Heavenly Valley Parking and Traffic Upgrades (Funded & near completion by Oct. 24)
- Vision Zero Program ($250,000. Fully funded)
- Drainage Pipe Replacement ($617,000 balance in funding)
- James and Eloise Pipe Replacement ($500,000. Fully funded)

Questions & Comments

CITY OF SOUTH LAKE TAHOE

South Lake Tahoe
Capital Improvement Program

COVER PAGE

Airport Pavement Maintenance Plan

Number: 50180035
Functional Area: AP - Airport/Aviation
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $165,000
5-Year Funding $164,556
5-Year Expense $331,222



Project Description

The City (Airport Sponsor) is obligated by accepting Federal Aviation Administration Airport Improvement Program to maintaining and implementing a pavement maintenance management program (FAA Airport Grant Assurance #11). Updating the Lake Tahoe Airport Pavement Maintenance Management Plan is a component of complying with Federal grant obligations required of the City of South Lake Tahoe.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$164,556**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$189,812**	**141,410**	**$0**	**$0**	**$0**	**$0**

Airport Master Plan Update - Phases 1 & 2

Number: 50180032
Functional Area: AP - Airport/Aviation
Program Area: Aviation
Status: Active
Total Est. Cost: $520,000
5-Year Funding $514,169
5-Year Expense $504,169



Project Description

Survey the entire airport and surrounding environs collecting geospatial data on airport facility features to use as verified source data in 2023/2024 Airport Master Plan Update and all future planning, environmental and engineering efforts undertaken by the Airport.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$514,169**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**250,000**	**$254,169**	**$0**	**$0**	**$0**

Airport Fence Line

Number: 501800-XXXX-1-111
Functional Area: AP - Airport/Aviation
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $450,000
5-Year Funding $450,000
5-Year Expense $450,000



Project Description

The fence line at the airport is over 50 years old and is in need of replacement. The fence line for aviation protects the airport from wildlife and other aspects that might affect air traffic. This project will be over a 5 year period.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$150,000**	**$150,000**	**$150,000**	**$0**
Total Expense	**$0**	**0**	**$150,000**	**$150,000**	**$150,000**	**$0**

Airport Pavement Repair

Number: 501008-XXXX-2-111
Functional Area: AP - Airport/Aviation
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $6,000,000
5-Year Funding $22,529,000
5-Year Expense $22,529,000



Project Description

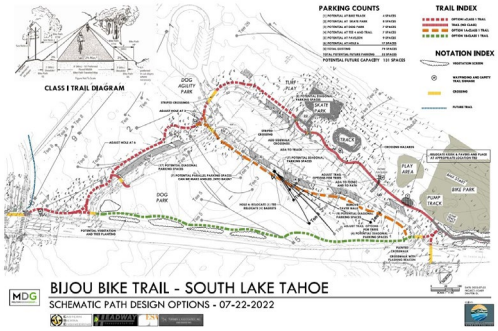
The Airport is looking to repair its pavement with seal coat, paint, and crack seal. The area will be the runway, taxiways, and apron. This project will either be funded through the airport enterprise fund or FAA AIP grant.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$1,291,000**	**$1,178,000**	**$350,000**	**$1,000,000**	**$18,710,000**
Total Expense	**$0**	**1,591,000**	**$1,178,000**	**$350,000**	**$1,000,000**	**$18,410,000**

Bijou Park Connector Project

Number: 30150037
Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $1,142,000
5-Year Funding $1,849,056
5-Year Expense $1,660,225



Project Description

This project proposes to construct a bicycle and pedestrian trail that would link the Al Tahoe Mobility Project constructed in 2020 (Johnson Blvd & Al Tahoe Boulevard) with the CTC Greenway Trail Phase 1B (Constructed 2020). The trail would be entirely located within the City's Bijou Park Property. Project is currently in design alternatives analysis.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$977,056**	**$300,000**	**$572,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**376,552**	**$1,283,673**	**$0**	**$0**	**$0**

Dennis Machida Memorial Bike Way Phase 1C

Number: 30150041

Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)

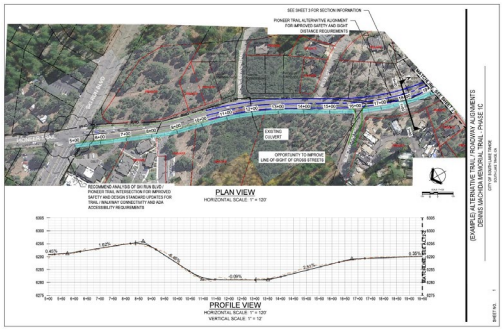
Program Area: Transportation, Bicycle, and Pedestrian

Status: Active

Total Est. Cost: $10,000,000

5-Year Funding $9,223,544

5-Year Expense $9,132,492



Project Description

This project proposes to plan, design another segment of the California Tahoe Conservancy's Dennis Machida Memorial Bike Way (Greenway trail). The segment will be constructed from the limits of Herbert Avenue to the limits of Ski Run Boulevard along the Pioneer Trail Corridor. The first phase of planning will consist of performing a trail alignment analysis along the Pioneer Trail corridor. This work will commence in 2022

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$173,544**	**$800,000**	**$0**	**$500,000**	**$7,750,000**	**$0**
Total Expense	**$82,492**	**400,000**	**$400,000**	**$500,000**	**$7,750,000**	**$0**

Sugar Pine Multi-Use Trails - AHSC Grant

Number: 30150046
Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $2,422,543
5-Year Funding $2,422,543
5-Year Expense $2,422,543



Project Description

Sugar Pine multi-modal and pavement Rehab Project. This project will include Delta Street: New Class III bike lanes between Margaret Ave and Tata Lane. B Street: New Class III bike lanes between Tata Lane and Bonanza Ave. Julie Lane: New Class II bike lanes from Delta St to Lake Tahoe Boulevard. Tata Lane: New multi-use trail from Lake Tahoe Boulevard to B St. Julie Lane: New sidewalk on the west side of the road from Lake Tahoe Boulevard to the driveway at 1080 Julie Lane. Lake Tahoe Boulevard: New sidewalk on west side of road from Viking Way to approximately 167 ft N. AHSC grant funding awarded $3,107,841 capital funds and $452,254 activity delivery. Required performance terms pending a Standard Agreement from SGC.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$2,422,543**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$433,199**	**$1,989,344**	**$0**	**$0**

Citywide ADA Upgrades

Number: 30160082
Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $1,000,000
5-Year Funding $1,250,000
5-Year Expense $1,250,000



Project Description

Phased implementation of ADA Transition Plan

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$150,000**	**$0**	**$100,000**	**$250,000**	**$250,000**	**$250,000**
Total Expense	**$0**	**100,000**	**$150,000**	**$250,000**	**$250,000**	**$250,000**

Bijou Bike Park Small Pump Track Paving

Number: 30160066

Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)

Program Area: Transportation, Bicycle, and Pedestrian

Status: Active

Total Est. Cost: $100,000

5-Year Funding $120,000

5-Year Expense $120,000



Project Description

Plan is to re-shape the existing small pump track at the Bijou Park bike park and include paving the track. This will allow for a more sustainable surface improving maintenance, lengthen the season of access to the track and improve accessibility. This project will be funded through ARPA funding and support from TAMBA.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$35,000**	**$85,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**120,000**	**$0**	**$0**	**$0**	**$0**

South Tahoe Bikeway Wayfinding and Amenities

Number: 30150051
Functional Area: AT - Active Transportation (Trails, Bikes, Sidewalk)
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $66,000
5-Year Funding $65,957
5-Year Expense $65,957



Project Description

This project will install Wayfinding signs and amenities along the South Tahoe Bikeway Trail

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$35,957**	**$30,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**65,957**	**$0**	**$0**	**$0**	**$0**

1740 D Street Renovations

Number: 30160028
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $3,300,000
5-Year Funding $3,280,706
5-Year Expense $3,456,965



Project Description

This project proposes to renovate an empty 12,000 s.f. warehouse into office and operations staging space for City Public Works staff including Operations (Streets, Facilities, Parks), Engineering, and Public Works Administrative personnel.

Project is complete. Remaining funds are earmarked for front counter/door installation and sewer repair costs.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$3,220,706**	**$0**	**$0**	**$60,000**	**$0**	**$0**
Total Expense	**$3,396,965**	**0**	**$0**	**$60,000**	**$0**	**$0**

Ice Arena Chiller Plant Replacement

Number: 301-XXXX-3-111
Functional Area: FA - Facilities & Buildings
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $1,460,000
5-Year Funding $160,000
5-Year Expense $160,000



Project Description

R-22 Refrigerant which is used in the chiller system for the South Lake Tahoe Ice Arena has been eliminated from use by the EPA. The Ice Arena chiller plant will need to be retrofitted or replaced in order to utilize a different and legal refrigerant . Due to the age of the plant staff is recommending replacement to an Ammonia based system

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$160,000**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$160,000**	**$0**	**$0**

Services Center Renovations

Number: 30160017
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $215,539
5-Year Funding $215,539
5-Year Expense $215,539



Project Description

This project proposes to renovate outdated portions of the City Services Center facility and grounds. Potential micro projects include but are not limited to: Repairing a portion of the roof/drains, parking lot rehab, trash dumpster enclosure and storage unit, replacement of forced air units, carpeting, restroom renovations, exterior paint, interior paint, etc.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$165,876**	**$49,663**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**215,539**	**$0**	**$0**	**$0**	**$0**

Multi-Generational Recreation Center

Number: 30160018
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $72,000,000
5-Year Funding $72,944,763
5-Year Expense $70,020,510



Project Description

This project proposes to renovate and/or replace the existing 37,000 +- sq. ft. facility. The intent is to modernize the existing/new facility to current and future recreation programming needs. The project is proposed to move to a northern site on the 56 Acre Parcel. This project is funded primarily through Measure P funds. As of July 2022, phase 1 of the construction (site and utilities) has commenced.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$70,233,306**	**$2,711,457**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$9,520,510**	**27,500,000**	**$33,000,000**	**$0**	**$0**	**$0**

Misc. Maintenance - Minor Capital

Number: 30170020
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost:
5-Year Funding $508,701
5-Year Expense $508,701



Project Description

This project consists of the annual budgeting for the repair and replacement of minor capital facilities and parks needs less than $50,000 each. Items covered may be; furnaces, boilers, fences, gates, elevator equipment, lighting, flooring, minor roofing, furniture and fixtures, irrigation assemblies, pumps etc.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$108,701**	**$0**	**$0**	**$100,000**	**$100,000**	**$100,000**
Total Expense	**$0**	**108,701**	**$100,000**	**$100,000**	**$100,000**	**$50,000**

Long Term Capital Replacement

Number: 31070000
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost:
5-Year Funding $2,783,266
5-Year Expense $2,783,266



Project Description

This fund is designated to be applied to miscellaneous general facility capital repair and replacement needs as arise annually valued between $25,000 and $75,000. The funds are applied to misc. assets such as but not limited to: major repairs of complex HVAC/Chiller systems, replacement of roofs, glazing's, storefronts, mechanical systems, plumbing systems and components, alarm and fire safety systems, boilers, furnaces, etc.

Additionally, the fund has a Capital Replacement reserve for Campground Infrastructure replacement derived from 5% of CG fees. This revenue/expense line shall only be used for CG infrastructure repair/replacement

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$583,266**	**$0**	**$200,000**	**$500,000**	**$550,000**	**$500,000**
Total Expense	**$188,766**	**100,000**	**$294,500**	**$550,000**	**$550,000**	**$550,000**

Ice Arena Fire Suppression Repair

Number: 301-XXXX-4-111
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $240,000
5-Year Funding $0
5-Year Expense $0



Project Description

This project proposes to fund the repair and replacement of overhead fire suppression lines and within the interior of the ice arena. Most of the work will be above the ice sheet and drop ceiling locations of the common areas. This project has been rolled over to the Building Energy Upgrade project.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$0**

Bellamy Parking Garage Upgrades

Number: 52005320
Functional Area: FA - Facilities & Buildings
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $750,000
5-Year Funding $1,523,000
5-Year Expense $923,000



Project Description

This General Fund (Parking Garage cash balance - Fund 520) Project request is to fund specific maintenance and repair items generated via the facility condition and assessment report, including the installation of EV Charging Infrastructure. $600,000 will be transferred to the Citywide Energy Upgrade Project for Painting and Lightning upgrade for the Parking Garage.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$473,000**	**$450,000**	**$600,000**	**$0**	**$0**	**$0**
Total Expense	**$473,000**	**450,000**	**$0**	**$0**	**$0**	**$0**

Stateline Transit Center Exterior Painting

Number: 301-XXXX-5-111
Functional Area: FA - Facilities & Buildings
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $60,000
5-Year Funding $60,000
5-Year Expense $60,000



Project Description

This project proposes to contract the painting/staining of the exterior of the Stateline Transit Center.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$60,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$60,000**	**$0**	**$0**	**$0**

Broadband Infrastructure Program

Number: 30160076
Functional Area: IT - Communications & IT
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $296,975
5-Year Funding $102,447
5-Year Expense $102,447





Project Description

This Project proposes to install infrastructure for Broadband service. The City has issued an RFP for Public Private Partnership and has partnered with AT&T to submit a grant application for federal funding.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$102,447**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**102,447**	**$0**	**$0**	**$0**	**$0**

56 Acres Master Plan

Number: 30160070
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $15,000,000
5-Year Funding $9,592,184
5-Year Expense $9,592,184



Project Description

This project will comprise phased projects towards the completion of renovated or replaced assets associated with the 56 Acre Site. Such as campground replacement, development of Main Street, park and open space amenities, construction of a civic center etc. This project is associated with the Mid-Town Area Plan and will be considered as a part of that study.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$342,184**	**$0**	**$0**	**$250,000**	**$1,000,000**	**$8,000,000**
Total Expense	**$342,184**	**0**	**$0**	**$250,000**	**$1,000,000**	**$8,000,000**

Community Fields Restroom

Number: 30160050
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $15,000
5-Year Funding $216,723
5-Year Expense $14,223



Project Description

This project proposes to construct a restroom at the Lake Tahoe Community College Community Playfields location. This project was completed in 2013. Remaining balance is STAR Ballot Measure and can only be used for playfield items.

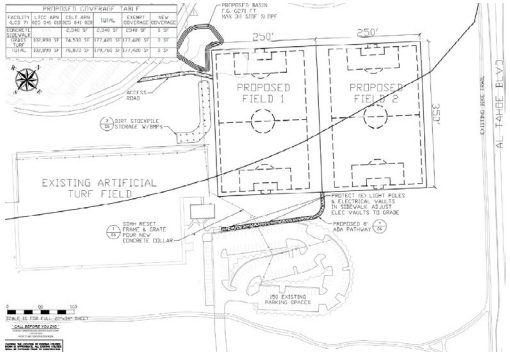
Recommend the City use up this balance in the 21/22 FY by completing minor maintenance and replacement needs at the facility such as: sewage pump replacement, plumbing repair etc.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$216,723**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**14,223**	**$0**	**$0**	**$0**	**$0**

Community Playfields

Number: 30160068
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost:
5-Year Funding $1,578,207
5-Year Expense $1,197,689



Project Description

This project was completed in 2020. The remaining funds are earmarked for post project adaptive management for features such as additional signage, turf repair, fencing, storm water upgrades etc.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$1,578,207**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$1,168,982**	**28,707**	**$0**	**$0**	**$0**	**$0**

Al Tahoe Cemetery Security Improvements

Number: 30160073
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $45,000
5-Year Funding $80,418
5-Year Expense $35,418



Project Description

This project proposes to provide security improvements to the Al Tahoe Cemetery. Proposed improvements include but may not be limited to: new perimeter fencing and gate, gate access controls, lighting, signage, and security cameras. This project is intended to curb ongoing vandalism at the site and eliminate pass through travel.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$80,418**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**15,000**	**$15,000**	**$5,418**	**$0**	**$0**

Bijou Park Skate Park Renovations

Number: 30160075
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $250,000
5-Year Funding $265,445
5-Year Expense $265,445



Project Description

Phase I of this project is to make repairs to the existing skate park. Phase II is to design and construct a new skate park located at the existing basketball court. Phase III is to create a conceptual design for a larger skate park. This is all funded through ARPA funds.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$250,000**	**$15,445**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$63,674**	**201,771**	**$0**	**$0**	**$0**	**$0**

Regan Beach Concession Building Repairs

Number: 30160005
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $50,000
5-Year Funding $50,000
5-Year Expense $50,000



Project Description

This project proposes to repair the stairs and railings at the Regan Beach concession building deck.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**50,000**	**$0**	**$0**	**$0**	**$0**

Regan Beach Renovations

Number: 301-XXXX-6-111
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $17,000,000
5-Year Funding $2,250,000
5-Year Expense $2,250,000



Project Description

This project request proposes to update park renovation documents and concept plans completed in 2015 and enter into design document phase and ultimately construction phase.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$250,000**	**$1,000,000**	**$1,000,000**	**$0**
Total Expense	**$0**	**0**	**$250,000**	**$1,000,000**	**$1,000,000**	**$0**

Existing Recreation Center Demolition/Site Restoration

Number: 301-XXXX-7-111
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $5,000,000
5-Year Funding $5,000,000
5-Year Expense $5,000,000



Project Description

This project proposes to demolish the existing Recreation Center and return site to natural condition per the Agreement with El Dorado County and the TRPA permit for the New Rec Center. This work is scheduled for 2025 - 2026

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,000,000**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$5,000,000**

Lakeview Commons and Ski Run Blvd Electrical Upgrades

Number: 30160051
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $80,000
5-Year Funding $80,000
5-Year Expense $80,000



Project Description

This project proposes to amend the existing Lakeview Commons CIP fund to is to fund the installation of a new 200 amp electrical infrastructure at the Lakeview Commons Park shoreline and at Ski Run Blvd Farmers Market to supply adequate power for concerts, special events, and to support event vendors

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$80,000**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**80,000**	**$0**	**$0**	**$0**	**$0**

New Parks Shop

Number: 301-XXXX-8-111
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $1,600,000
5-Year Funding $1,600,000
5-Year Expense $1,600,000





Project Description

Replace the existing park shop which has a condition rating of 73.4% or Very Poor as per the City's Facility Conditions Assessment report. Construct a new park shop adjacent to the old park shop equipped with space for vehicles, workspace, storage, office space, restrooms and kitchen.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$100,000**	**$1,500,000**	**$0**
Total Expense	**$0**	**0**	**$0**	**$100,000**	**$1,500,000**	**$0**

Conolley Beach Restrooms

Number: 301-XXXX-9-111
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $1,000,000
5-Year Funding $1,000,000
5-Year Expense $1,000,000





Project Description

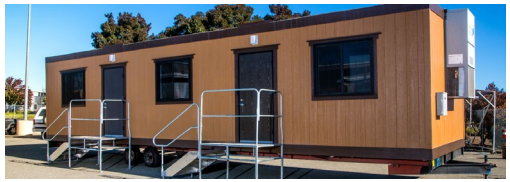
Construct Exeloo self-cleaning restrooms at Conolley Beach including utility upgrades. This would replace the existing porta-potties and provide a higher level of service for the beach-going public.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$1,000,000**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$1,000,000**	**$0**	**$0**

Parks Interim Trailer

Number: 301-XXXX-10-111
Functional Area: PA - Parks and Grounds
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $100,000
5-Year Funding $100,000
5-Year Expense $100,000



Project Description

This project will install a Trailer at the current Parks Area for staff use, until a new site plan is identified, and a new Parks Building is constructed.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$100,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**100,000**	**$0**	**$0**	**$0**	**$0**

Fire Station 2 Replacement

Number: 30160019
Functional Area: PS-F - Public Safety - Fire
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost:
5-Year Funding $154,496
5-Year Expense $66,246



Project Description

Previously, this project had an annual appropriation of $500,000 in Measure S (102) funds to build project funding for the planning, design, and construction of Fire Station II. This funding strategy was set up by the Fire Chief to assure the funds will be set aside for this endeavor. Per City Council Direction on 9/12/23, the funds accrued in this account will be transferred to FS 3 and will continue to fund FS3 new project.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$154,496**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$66,246**	**0**	**$0**	**$0**	**$0**	**$0**

Fire Station 3 Upgrades

Number: 30160071
Functional Area: PS-F - Public Safety - Fire
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $421,050
5-Year Funding $592,050
5-Year Expense $1,021,050



Project Description

The project proposes to modernize the living and business areas of the facility.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$592,050**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$649,950**	**371,100**	**$0**	**$0**	**$0**	**$0**

Fire Prevention - USFS Grant

Number: 50180041
Functional Area: PS-F - Public Safety - Fire
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $200,000
5-Year Funding $200,000
5-Year Expense $350,000



Project Description

Hand cutting treatment of approximately 12 acres of extremely unhealthy monoculture forest (Airport Units 3 & 4) located adjacent to HWY 50 right of way and the decommissioned air traffic control tower.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$169,725**	**180,275**	**$0**	**$0**	**$0**	**$0**

Fire Station 2 Roof Repairs

Number: 301-XXXX-11-111
Functional Area: PS-F - Public Safety - Fire
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $60,000
5-Year Funding $60,000
5-Year Expense $60,000



Project Description

his project proposes to replace the roof at Fire Station II at end of life. Project is scheduled for 2025 depending on condition.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$60,000**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$60,000**

Fire Station 1 Upgrades

Number: 301-XXXX-12-111
Functional Area: PS-F - Public Safety - Fire
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $150,000
5-Year Funding $150,000
5-Year Expense $150,000



Project Description

This project proposes to replace the flooring and paint the interior of FS 1.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$150,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**150,000**	**$0**	**$0**	**$0**	**$0**

Fire Station 3 New Building

Number: 301-XXXX-13-111
Functional Area: PS-F - Public Safety - Fire
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $20,000,000
5-Year Funding $20,000,000
5-Year Expense $20,000,000



South Lake Tahoe Fire Station No. 3

Project Description

Construct a new Fire Station using a Design-Build delivery method.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$1,500,000**	**$500,000**	**$6,000,000**	**$12,000,000**	**$0**
Total Expense	**$0**	**0**	**$2,000,000**	**$6,000,000**	**$12,000,000**	**$0**

Safety Communications Project

Number: 30170021
Functional Area: PS-P - Public Safety - Police
Program Area: Communications and Information Technology
Status: Active
Total Est. Cost: $3,150,000
5-Year Funding $4,512,715
5-Year Expense $4,512,714



Project Description

This project proposes to replace outdated public safety mainframe communications equipment and systems. The project proposes to align communications with partner agencies, improve signal across all parts of the City and County (east slope), upgrade 911 systems and generally develop the City's emergency communications system into an effective system for the future.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$4,512,715**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$4,512,714**	**0**	**$0**	**$0**	**$0**	**$0**

Police Department Roof Replacement

Number: 30160022
Functional Area: PS-P - Public Safety - Police
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $805,000
5-Year Funding $805,000
5-Year Expense $805,000



Project Description

This project proposes to replace PD Roof with new insulation/pitch and single ply membrane roof. Replace wood shingle mansards with comp shingles or standing seam metal. Abandon all interior drain scuppers and drain roof to exterior of building.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$805,000**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$60,000**	**0**	**$745,000**	**$0**	**$0**	**$0**

Grant Application Consulting Services

Number: 301-XXXX-14-111
Functional Area: PWD - Public Works Admin
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $100,000
5-Year Funding $100,000
5-Year Expense $100,000





Project Description

There are several major high-priority Stormwater and Complete Streets projects with partial or complete designs that remain unfunded. This project aims to retain a qualified and experienced grant writer to apply for several state and federal grants to close the funding gaps for these projects. This will include the Upper Bijou Water Shed Project, Ruby Way Drainage Improvements, Tahoe Valley and Greenbelt Project, Dennis T. Machida 1C construction project, Stateline Complete Street, Johnson Blvd Complete Streets, and other high-priority complete Streets projects.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$100,000**	**$0**	**$0**	**$0**

Annual Streets and Roads Paving and Rehabilitation

Number: 30150005
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost:
5-Year Funding $37,462,540
5-Year Expense $37,395,245





Project Description

Public Works annual roadway rehabilitation project. This project fund account may also be subsidized by the RMRA Gas Tax Funds contained within 301-50035.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$22,495,245**	**$3,609,812**	**$2,300,000**	**$3,019,161**	**$3,000,000**	**$3,019,161**
Total Expense	**$22,495,245**	**3,600,000**	**$2,300,000**	**$3,000,000**	**$3,000,000**	**$3,000,000**

Pioneer Trail Improvements - Phase II

Number: 30150024
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $5,000,000
5-Year Funding $6,168,137
5-Year Expense $6,168,137



Project Description

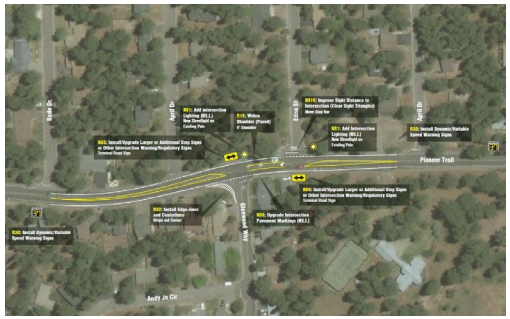
This project is designed to increase pedestrian safety along Pioneer Trail between Larch Avenue and Ski Run Boulevard (Phase II). Project includes new sidewalks, ADA curb ramps, and pedestrian lighting. Project is currently in design phase and is seeking funds for property acquisition and construction.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$830,281**	**$4,082,958**	**$1,254,898**	**$0**	**$0**	**$0**
Total Expense	**$365,801**	**330,823**	**$5,471,513**	**$0**	**$0**	**$0**

Pioneer Trail Safety Improvement Project - HSIP

Number: 30150038
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $55,000
5-Year Funding $481,600
5-Year Expense $494,512



Project Description

This project proposes to make roadway safety improvements at the intersection of Glenwood Way and Pioneer Trail. Funded primarily through Highway Safety Improvement Program Funds. Project was determined viable from the TRPA Regional roadway Safety Audit.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$175,600**	**$306,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$30,500**	**464,012**	**$0**	**$0**	**$0**	**$0**

Stateline Avenue Complete Streets Project

Number: 30150045
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $16,000,000
5-Year Funding $15,950,000
5-Year Expense $15,950,000



Project Description

This project proposes to develop complete street design standards along Stateline Avenue for multiple uses including automobile, bikes, and pedestrians. This project would also include upgrading all storm drain infrastructure including Stateline outfall.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$100,000**	**$0**	**$150,000**	**$1,200,000**	**$2,000,000**	**$12,500,000**
Total Expense	**$0**	**100,000**	**$150,000**	**$1,200,000**	**$2,000,000**	**$12,500,000**

Misc. Traffic Safety and Calming Projects

Number: 30150043
Functional Area: ST - Complete Streets
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $750,000
5-Year Funding $521,568
5-Year Expense $521,568



Project Description

This project supports ongoing traffic safety projects. These projects will be based on priority needs, public requests, and regulatory mandates.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$121,568**	**$0**	**$0**	**$100,000**	**$100,000**	**$100,000**
Total Expense	**$5,180**	**0**	**$116,388**	**$100,000**	**$100,000**	**$100,000**

Traffic Signal Upgrades/Replacement

Number: 301-XXXX-15-111
Functional Area: ST - Complete Streets
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $250,000
5-Year Funding $250,000
5-Year Expense $250,000



Project Description

This request is to fund the upgrade and/or replacement of City owned off-highway traffic signals at the following locations:

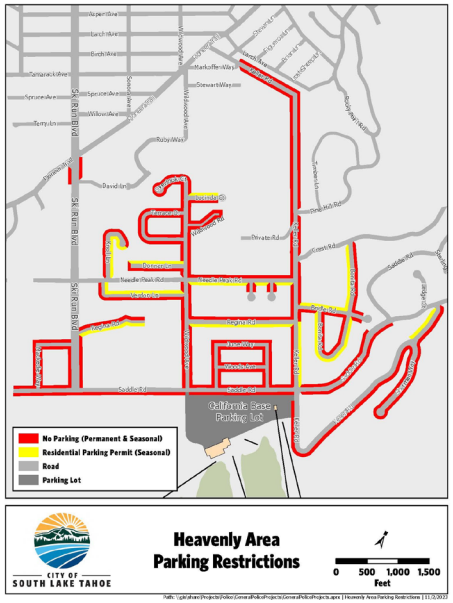
Al Tahoe & Pioneer, Al Tahoe and Johnson Blvd., and Lake Tahoe Blvd and Viking Way. This project is not currently included in the Five-Year CIP and is being requested by the Director of Public Works.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$250,000**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$250,000**	**$0**	**$0**

Heavenly Valley Parking/Traffic Upgrades

Number: 30150048
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $180,000
5-Year Funding $180,000
5-Year Expense $180,000



Project Description

This project will implement parking management and traffic control along the Heavenly Village Area to mitigate parking and congestion impacts from Heavenly Resort.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$180,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**180,000**	**$0**	**$0**	**$0**	**$0**

Vision Zero Program

Number: 30150049
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $250,000
5-Year Funding $250,000
5-Year Expense $250,000

Project Description

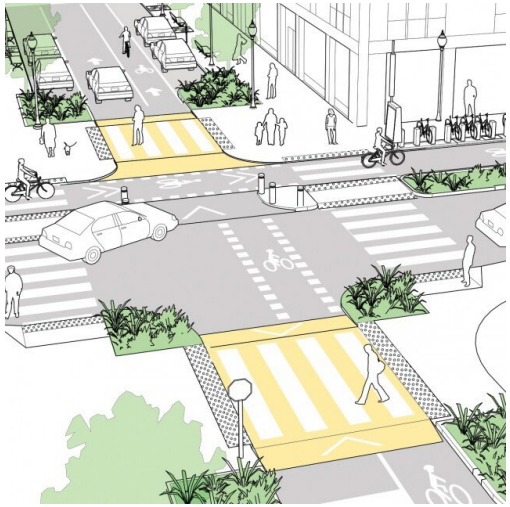
Vision Zero will develop a program to reduce fatalities and increase vehicular, pedestrian, and bicycle safety in the City.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$250,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**250,000**	**$0**	**$0**	**$0**	**$0**

Traffic Calming Toolbox

Number: 301-XXXX-16-111
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $100,000
5-Year Funding $100,000
5-Year Expense $100,000



Project Description

The goal of this project is to develop a toolbox for traffic calming, parking management, and traffic control device installations through s systematic and safe process.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$100,000**	**$0**	**$0**	**$0**

Pioneer Safety Project - Phase 2

Number: 301-XXXX-17-111
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $100,000
5-Year Funding $100,000
5-Year Expense $100,000



Project Description

This project will complete the Phase 1 safety and will widen the roadway for appropriate shoulder width.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$100,000**	**$0**	**$0**	**$0**

US 50/89 Road Safety Audit Implementation

Number: 301-XXXX-18-111
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $50,000
5-Year Funding $300,000
5-Year Expense $300,000



Project Description

This project will implement City's portion of RSA for Phase 1, which will consist of Speed Feedback signs and Signing and Striping upgrade along US 50 and 89. Caltrans will lead and implement other recommendations.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$50,000**	**$250,000**	**$0**	**$0**
Total Expense	**$0**	**0**	**$50,000**	**$250,000**	**$0**	**$0**

US 50 Corridor Study

Number: 301-XXXX-19-111
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $475,000
5-Year Funding $20,475,000
5-Year Expense $20,475,000



Project Description

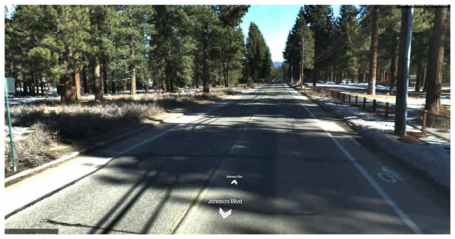
This project will prepare a Feasibility Study for US 50, from "Y" to Stateline, to develop concepts for speed management, and transit service enhancement, including a Mobility Hub and Gondola Transit concept along the project corridor.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$475,000**	**$2,000,000**	**$1,000,000**	**$18,000,000**
Total Expense	**$0**	**0**	**$475,000**	**$1,000,000**	**$1,000,000**	**$12,524,517**

Johnson Boulevard Complete Street Project

Number: 301-XXXX-35-1111
Functional Area: ST - Complete Streets
Program Area: Transportation, Bicycle, and Pedestrian
Status: Active
Total Est. Cost: $12,000,000
5-Year Funding $11,400,000
5-Year Expense $200,000



Project Description

Johnson Boulevard Complete Street Project will follow the Liberty Power Rule 20A Powerline Undergrounding Project and will create a bicycle and pedestrian facility upgrade to connect to the schools and other developments in the area. The project's first phase will entail a feasibility analysis of a Complete Street Design concept.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$200,000**	**$1,200,000**	**$0**	**$7,000,000**
Total Expense	**$0**	**0**	**$200,000**	**$0**	**$0**	**$0**

Electric Vehicles - Fleet Replacement

Number: 301-XXXX-20-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $2,000,000
5-Year Funding $1,815,000
5-Year Expense $1,815,000



Project Description

This project is to begin and continue the ongoing purchase of electric vehicles for city operations. The fiscal year 24-25 request is to fund 9 electric vehicles to replace existing pool cars for Public Works (2), Parks (3), Airport (1), and Police (3 pursuit vehicles).

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$815,000**	**$500,000**	**$500,000**
Total Expense	**$0**	**0**	**$0**	**$815,000**	**$500,000**	**$500,000**

Corp Yard Upgrade - AHSC Grant

Number: 30160081
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $2,000,000
5-Year Funding $0
5-Year Expense $0



Project Description

This project is a carbon reduction energy project for the City's Public Works Campus. The first phase is scheduled to begin design in 2024, and construction will begin in 24/25. The project will include a resilient solar power system in the City's Corporation Yard, possible building upgrades, ADA upgrades, and energy-saving components. The solar project will include carport-mounted panels to capture the energy that will benefit transit-related amenities at the Shop Street campus. The system will be designed for compatibility with a battery storage system to maximize energy independence and manage energy loads. AHSC funds awarded $2,000,000. This project has been rolled into the citywide Energy Upgrade Project.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$0**

EV Charging Station Installation - Public Use

Number: 301-XXXX-21-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $1,600,000
5-Year Funding $1,200,000
5-Year Expense $1,200,000



Project Description

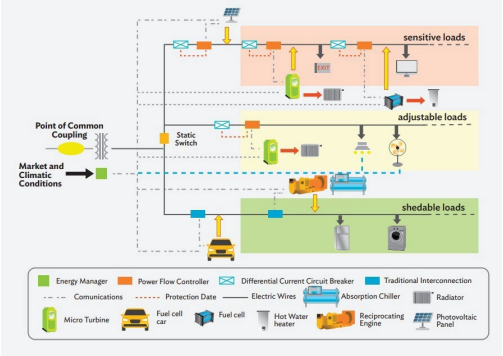
This project considers a multi-year consistent approach to EV Charging over a ten year timeline. This General Fund appropriation request is to fund Phase 1 of the city's goals and objectives of installing electric vehicle (EV) charging stations for public use (user pay sites) per the 2022 adopted EV Charger Siting plan. The funds requested may be reimbursed through grants. Other financial models are being considered for best financial benefit for the City.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$400,000**	**$400,000**	**$400,000**
Total Expense	**$0**	**0**	**$0**	**$400,000**	**$400,000**	**$400,000**

On-Call Electrical Engineering Services - Sustainability

Number: 301-XXXX-22-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $100,000
5-Year Funding $430,000
5-Year Expense $430,000



Project Description

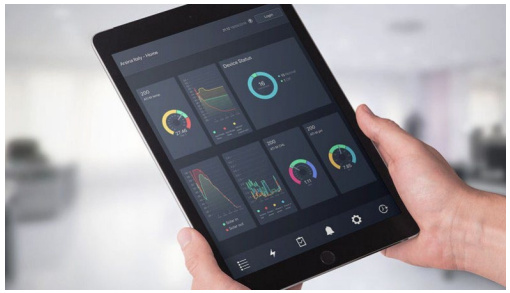
This General Fund appropriation request is to fund a three year contract ($450k) for electrical engineering design consulting services. Primarily to assist the Public Works/Sustainability Departments with planning and design of sustainable retrofits and projects such as: micro grid, photovoltaic, systems retrofit, EV Charging, facility energy retrofits etc. Projects slated for consideration are; PD Vehicle Charging, Public Charging Stations, Microtransit charging locations, Facility Battery Back Up system evaluation, other fleet sites, etc.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$300,000**	**$130,000**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$430,000**	**$0**	**$0**	**$0**

Telemetry Based Mechanical Controls

Number: 301-XXXX-23-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $120,000
5-Year Funding $0
5-Year Expense $0



Project Description

This proposes installing and licensing telemetry-based mechanical and electrical monitoring equipment to remotely control temperatures and operations of specific equipment. Snowmelt system controls are an example. This project has been rolled into the Citywide Energy Upgrade Project.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$0**

EV Charging Stations - Microtransit Electric Vans

Number: 301-XXXX-24-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $491,000
5-Year Funding $347,000
5-Year Expense $491,000



Project Description

This project proposes to construct supportive charging infrastructure for an electrified micro-transit fleet. This will include an overnight, Level 2, EV Charging Base Station for four micro-transit vans (Lake Link) at the City's Motor Pool Facility (1700 D Street). Station will have solar, connected to a battery and to the grid, metered separately as part of Liberty's 'Make Ready' program. City has been awarded TRPA Regional Grant Program (RGP) funding from the CalTrans Carbon Reduction Program in the amount $275,355 (with an additional 11.47% match) for the Project. Funds can be expensed beginning Oct. 1 2023.
Additionally, an electrified micro-transit fleet will necessitate on-route fast charging for mid-shift fueling. A Level 3 charger is proposed for the heart of the service territory near the City's Ice Arena on Rufus Allen Blvd. A snow and/or solar canopy is desired.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$347,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**357,000**	**$134,000**	**$0**	**$0**	**$0**

Water Fountain Stations

Number: 301-XXXX-25-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $59,999
5-Year Funding $150,000
5-Year Expense $150,000



Project Description

Upon passing an updated Plastics and Polystyrene ordinance in fall of 2023, council requested that publicly available fountains/water bottle refill stations be expanded. This project proposes to install such stations at 7 sites across town: Lakeview Commons, Lakeview Boatramp, Regan Beach, Little League Fields/Scout Lodge, Bijou Park, Bijou Dog Park, and Community Playfields.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$46,000**	**104,000**	**$0**	**$0**	**$0**	**$0**

EV Charging Infrastructure - Fleet

Number: 301-XXXX-26-111
Functional Area: SUS - Sustainability
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $1,500,000
5-Year Funding $2,000,000
5-Year Expense $2,000,000



Project Description

The City will install electric vehicle charging infrastructure to support the transition to electric vehicles, focused on a light duty transition first. Locations have been identified in a 2022 EV Charger Siting Plan, which takes int account the 2021 - 2026 City of South Lake Tahoe Electric Fleet Transition Plan. Note: this Plan will be updated in 2024.
Once infrastructure is in place, electric vehicles can be procured on a scheduled basis, replacing internal combustion engine vehicles.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$800,000**	**$800,000**	**$400,000**
Total Expense	**$0**	**0**	**$0**	**$800,000**	**$800,000**	**$400,000**

Ice Arena Sustainability Project

Number: 301-XXXX-27-111
Functional Area: SUS - Sustainability
Program Area: Sustainability
Status: Active
Total Est. Cost: $5,650,000
5-Year Funding $0
5-Year Expense $0



Project Description

This project will create energy savings retrofits, which can be combined with other Ice Arena upgrade Projects. Other improvements will include Roof Replacement ($1.6 million), Chiller Plant Replacement ($1.5 million), HVAC/Dehumidification Equipment Replacement ($350K), and Renovation of Locker Rooms ($300K). This project has been rolled over to the Citywide Energy Upgrade project.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$0**	**$0**	**$0**	**$0**

Public Works and Fire Department Backup Power

Number: 30170053
Functional Area: SUS - Sustainability
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $150,000
5-Year Funding $150,000
5-Year Expense $150,000



Project Description

This project will add Backup Power for the Public Works Department. The purpose of the backup power is to maintain the building operations, including PWD servers and planned EVCS charging stations.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$150,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**0**	**$150,000**	**$0**	**$0**	**$0**

Citywide Sustainability and Energy Upgrade Project

Number: 301-XXXX-28-111
Functional Area: SUS - Sustainability
Program Area: Infrastructure and Facility
Status: Active
Total Est. Cost: $12,340,103
5-Year Funding $14,340,103
5-Year Expense $14,340,103



Project Description

Willdan was retained in 2023 to conduct an investment-grade audit toward the development of a comprehensive Project. This project will upgrade the energy components of buildings, including the telemetry-based mechanical control, ice arena sustainability, and Cor Yard solar project. This project will require initial funding from the City and finance for a 20-year payment. $600,000 will also be allocated from Bellamy Garage revenues.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$2,000,000**	**$4,500,000**	**$350,000**	**$6,340,103**	**$350,000**
Total Expense	**$0**	**0**	**$2,000,000**	**$6,000,000**	**$6,340,103**	**$0**

Tahoe Valley Stormwater and Greenbelt Improvement Project

Number: 30140030

Functional Area: SW - Stormwater and Environmental Improvements

Program Area: Storm Water NPDES

Status: Active

Total Est. Cost: $14,000,000

5-Year Funding $16,759,534

5-Year Expense $16,759,534



Project Description

This project is a vital community and environmental improvement project for the Tahoe Valley area. Phase 1 includes stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. Phase 2 consists of improvements in the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. Phase 2 includes drainage and water quality improvements as well as improved path connectivity for bicyclists and pedestrians, public gathering space, and community park improvements.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$10,804,534**	**$5,720,000**	**$235,000**	**$0**	**$0**	**$0**
Total Expense	**$1,787,474**	**2,745,810**	**$8,391,029**	**$3,835,221**	**$0**	**$0**

Drainage Improvements - Micro Areas - City Wide

Number: 30140040
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost:
5-Year Funding $1,095,961
5-Year Expense $1,095,961



Project Description

This project funds the installation, replacement, modification, and alteration of various inadequate micro drainage and/or small flood zone areas within the City limits. This project is intended to be multi-year in duration with future fund requests and appropriations.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$845,961**	**$0**	**$50,000**	**$50,000**	**$50,000**	**$50,000**
Total Expense	**$808,811**	**37,150**	**$50,000**	**$50,000**	**$50,000**	**$50,000**

Drainage Pipe Replacement

Number: 30140049
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $27,000,000
5-Year Funding $4,660,250
5-Year Expense $4,660,250



Project Description

This project funds the replacement of failing storm water culverts and existing drainage facilities identified each year from condition assessments and/or citizen complaints. Several minor projects across several areas of the City may occur each year determined by priority. This work is intended to be an on-going annual funded program to replace aging storm water infrastructure and will be tied to a long term SW infrastructure replacement program.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$1,060,250**	**$0**	**$0**	**$900,000**	**$900,000**	**$900,000**
Total Expense	**$434,921**	**615,775**	**$9,554**	**$900,000**	**$900,000**	**$900,000**

Bijou Park Creek -Upper Watershed

Number: 30140051
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $7,000,000
5-Year Funding $6,675,427
5-Year Expense $6,675,427



Project Description

This project includes various improvements within the existing Bijou Park Creek watershed to improve drainage and restore disturbed Stream Environment Zones.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$2,798,636**	**$577,998**	**$400,000**	**$1,104,089**	**$1,794,704**	**$0**
Total Expense	**$1,173,089**	**254,052**	**$2,349,493**	**$1,104,089**	**$1,794,704**	**$0**

Ruby Way Erosion Control Project

Number: 30140052
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $2,500,000
5-Year Funding $2,712,870
5-Year Expense $2,712,870



Project Description

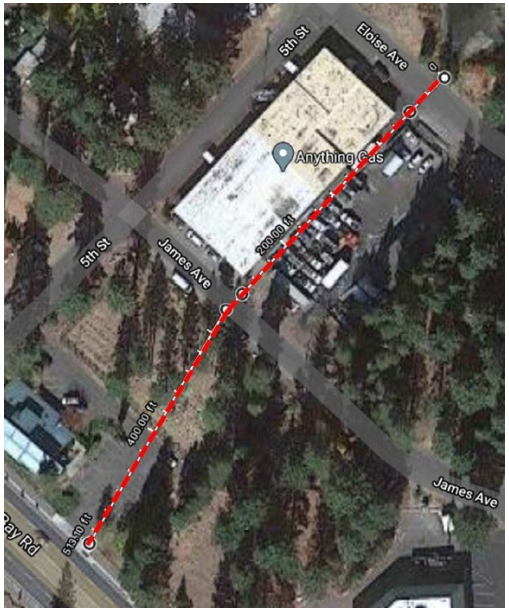
This project proposes to design and install storm water drainage improvements in the Ruby Way/Overlook Court Area. Water quality and erosion control improvements will address surface runoff and improve the undersized storm drain collection and conveyance system that is overwhelmed during high intensity storms. Project work will include drain inlets, subsurface storm drain pipes and a series of linear storm drain detention basins to allow infiltration of storm water.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$212,870**	**$0**	**$0**	**$2,500,000**	**$0**	**$0**
Total Expense	**$191,278**	**0**	**$0**	**$2,521,592**	**$0**	**$0**

James & Eloise Drainage Pipe Replacement

Number: 30140053
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $300,000
5-Year Funding $500,000
5-Year Expense $500,000



Project Description

This project proposes to replace a failing storm water main line that crosses under private parcels. The project consists of replacing the main line in its existing location.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$450,000**	**$50,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**500,000**	**$0**	**$0**	**$0**	**$0**

Drainage Master Plan Update

Number: 30140036
Functional Area: SW - Stormwater and Environmental Improvements
Program Area: Storm Water NPDES
Status: Active
Total Est. Cost: $300,000
5-Year Funding $597,339
5-Year Expense $597,339



Project Description

This project proposes to amend and add to the previously completed Kennedy Jenks Drainage Report (2007/08) by beginning to prioritize infrastructure replacement through condition assessment investigation.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$297,339**	**$0**	**$0**	**$300,000**	**$150,000**	**$0**
Total Expense	**$262,470**	**34,506**	**$0**	**$150,363**	**$150,000**	**$0**

Public Works and Snow Equipment Vehicles Replacement

Number: 210-XXXX-1
Functional Area: VE - Vehicles & Equipment
Program Area: Operations
Status: Active
Total Est. Cost: $2,189,000
5-Year Funding $8,189,000
5-Year Expense $8,189,000



Project Description

The 2024/2025 high priority vehicle needs are as follows:

1) Two (2) Graders for Snow Operations at $582,000 each (two graders are out of operations)
2) Two (2) Street Sweepers at $406,000 each (existing sweepers are at the end of life)
3) One (1) Boom Truck (existing equipment is non-functional) ($180,000)
4) One (1) Brine Tank ($33,000)

These purchases will be funded with the General Funds ($180,000), Measure S ($1,570,000) and TRPA O&M Mitigation Funds ($406,000). 50% of the cost of snow removal equipment is reimbursable from State (10 years).

Future year funds represent forecasted annual replacement of general vehicles based on assumed budget appropriation. Public Safety Vehicles and Parks Vehicles are not included in this account.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$2,189,000**	**$0**	**$2,000,000**	**$2,000,000**	**$2,000,000**
Total Expense	**$0**	**2,189,000**	**$0**	**$2,000,000**	**$2,000,000**	**$2,000,000**

Parks Equipment

Number: 210-XXXX-3
Functional Area: VE - Vehicles & Equipment
Program Area: Operations
Status: Active
Total Est. Cost: $193,302
5-Year Funding $593,302
5-Year Expense $593,302



Project Description

Purchase the following equipment including attachments to improve park maintenance performance and efficiency.

-Smithco Sweep Star 60 ($64,665.12)
-Bobcat E26 Compact Excavator w/bucket & grader attachments ($42,411.24)
-Bobcat Toolcat ($68,791.20)
- Toolcat Angle broom attachment ($6,767.04)
-Toolcat Heavy duty bucket attachment ($1,301.12)
-Toolcat Grapple bucket attachment ($3,720.96)
-Toolcat Blower attachment ($5,644.52)

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$193,302**	**$0**	**$200,000**	**$0**	**$200,000**
Total Expense	**$0**	**193,302**	**$0**	**$200,000**	**$0**	**$200,000**

Fuel Pump Replacement

Number: 301-XXX-3
Functional Area: VE - Vehicles & Equipment
Program Area: Asset Maintenance and Replacement
Status: Active
Total Est. Cost: $50,000
5-Year Funding $50,000
5-Year Expense $50,000



Project Description

The project will replace non-working or outdated fuel pumps.

Pertinent Issue(s):

Description	Roll Forward	23/24	24/25	25/26	26/27	27/28
Total Funding	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**
Total Expense	**$0**	**50,000**	**$0**	**$0**	**$0**	**$0**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:26

Agenda Item: Mid-Town Area Plan: Priority Topics and Stakeholder Engagement Update

Executive Summary: Before beginning widespread community engagement, staff is requesting City Council's input on topics that should be prioritized in development of the Mid-Town Area Plan. Staff will be presenting recommendations that have been identified through recent City efforts such as amendments to the Tourist Core Area Plan and Tahoe Valley Area Plan; development of the 56-Acres Master Plan; development of the ADA Transition Plan; and community forums on housing.

Requested Action / Suggested Motions: Pass a Motion confirming priority topics to be addressed in the Mid-Town Area Plan as: (1) implementation of redevelopment strategies and incentives; (2) creation of arts district; (3) transportation improvements; (4) encouraging housing development; (5) concentration of City services and civic amenities; and (6) enhancement of recreation assets.

Responsible Staff Member: Anna Kashuba, Senior Planner

Reviewed and Approved By: Zach Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney Joe Irvin, City Manager

Attachments:

01-Staff Report - Mid-Town Area Plan Stakeholder Engagement.docx
02-Mid-Town Area Plan Boundary.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 13, 2024

Title: Mid-Town Area Plan: Initial Council Priorities Discussion and Stakeholder Engagement Update

Location: Mid-Town (see attachment 02, Mid-Town Area Plan Boundary)

Responsible Staff Member: Anna Kashuba, Senior Planner

Background: The City Council's Strategic Plan Priority 1, Built Environment, Action Item 1.2 is to revitalize the Mid-Town area. The city is initiating development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. The Mid-Town Area Plan (Area Plan) will leverage the adopted 56-acre master plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub.

Development of the Area Plan kicked off at the May 7, 2024, City Council Meeting and a professional services agreement was entered on June 4, 2024, for consultant assistance.

Issue and Discussion: Before beginning widespread community engagement, staff is requesting City Council's input on topics that should be prioritized in plan development. Staff has prepared the recommended items below, in no specific order, based on feedback received on other recent projects, including but not limited to, amendments to the Tourist Core Area Plan and Tahoe Valley Area Plan; development of the 56-Acres Master Plan; development of the ADA Transition Plan; community forums on housing; and other City efforts.

Potential Policy Priority Topics

Implementation of Redevelopment Strategies and Incentives

One identified priority for the Mid-Town area, highlighted by the Vacant and Underused Sites Inventory, is economic activity and redevelopment. Seventeen (17) of the 40 sites identified in the report are located within the Mid-Town Area Plan's proposed boundary. To address these sites and prevent further instances of abandon, a concerted effort will be made to incorporate implementation strategies to achieve the plan's goals in a timely manner. Specific focus areas may include the Tahoe Center shopping complex, containing the former Denny's and Rite Aid sites, or area between Fremont Avenue and Takela Drive.

Arts District

In 2022 the City adopted a resolution approving policy for publicly visible art on private property. This has opened a new pathway for artists to display their work and has increased visual interest of the built environment. An arts district would build on the interest of publicly visible art to create a concentrated area that provides an interactive, cohesive, cultural, and educational experience.

Transportation

Creating a safe and interconnected active transportation network is a Citywide priority. Within the Mid-Town Area Plan a specific effort will be made to increase safety for students and youth traveling between South Tahoe Middle School, Boys and Girls Club, playing fields, Bijou Park, and residences. The plan will identify proposed and ongoing transportation improvements.

Housing

Staff anticipates that many of the housing topics that were discussed with the Tourist Core Area Plan and Tahoe Valley Area Plan amendments will also be applicable to the Mid-Town Area Plan, such as increases in density, modifications to existing parking standards, and expansion of housing as a permissible use. This includes expanding the Town Center designation so that more parcels can take advantage of additional coverage and higher residential densities as allowed by TRPA Code. Much of this area is already developed with commercial uses, making mixed use developments an attractive and likely path forward to increase residential uses.

Concentration of City Services and Civic Amenities

The preferred design concept of the 56-Acres Master Plan identifies City facilities, a civic center/city hall, and civic amenities (recreation center, library, open space, etc.) within the site. Concentrating services has the potential to increase efficiency of City operations; better facilitate public participation at City Council and commission meetings; and create vibrant community gathering spaces.

Enhancements of Recreation Assets

While the recreation assets within the plan area are some of the City's finest, there is always room for improvement. Staff will meet with community groups to identify shortfalls of parks, beaches, and facilities, and receive feedback on where improvements can be made. These will consider recommendations made by the ADA Self-Evaluation and Transition Plan, which places the ice arena, Lakeview Commons, and senior center as top priorities, followed by Bijou Park and Campground by the Lake.

Confirmation from City Council regarding priorities will inform staff and consultants in leading outreach efforts, as detailed below.

Stakeholder Engagement Process

A technical advisory group has been formed to guide the project progress and provide key input. Four (4) meetings will be held: 1) project kick off, 2) existing conditions summary and feedback, 3) recommendations summary and feedback, and 4) draft document review and comments. Participants will include:

- City staff
    - Development Services
    - Parks and Recreation
    - Public Works
- Tahoe Regional Planning Agency staff
- El Dorado County staff

- South Tahoe Unified School District representative
- South Tahoe Public Utility District representative

Three (3) meetings will be held with the Bijou Park Community Advisory Group to explore Bijou Park, the golf course, and LTCC to address events, parking and best uses in balance with open space and natural stream environment zones. Participants include:

- City Parks and Recreation Staff
- City Parks and Recreation Commission, Mid-Town Subcommittee
- South Tahoe Parks Foundation
- Lake Tahoe Community College and field user groups
    - South Tahoe Futbol Club
- Boys and Girls Club
- El Dorado Parks and Recreation Commission
- Bijou Park User Groups
    - South Tahoe Disc Golf Association
    - South Tahoe Parks Foundation
    - Skate Park
    - Dog Park Users
    - Tahoe Area Mountain Biking Association
    - Local Golfers

At least one listening session on each of the topics below will be held to hear struggles, concerns, priorities, and opportunities. Follow up stakeholder meetings will be held as deemed necessary. Below are the discussion topics, followed by anticipated participants.

Priority Pedestrian and Bike Routes

- Lake Tahoe Bike Coalition
- Bicycle Advisory Committee
- South Lake Tahoe Public Works Department
- Tahoe Area Mountain Biking Association
- Tahoe Regional Planning Agency recreation/transportation staff
- California Tahoe Conservancy
- Tahoe Transportation District
- South Shore Transportation Management Association

General Development, Commercial Focus

- Harrison Avenue Business District
- Fremont Avenue Business Owners
- Sierra Tract Commercial businesses
- Property owners and owners' representatives
- Lake Tahoe Visitors Authority
- South Tahoe Association of Realtors
- South Lake Tahoe Lodging Association
- South Tahoe Chamber of Commerce
- Tahoe Chamber

General Development, Housing Focus

- Tahoe Prosperity Center
- St. Joseph Community Land Trust
- South Tahoe Association of Realtors
- Tahoe/Truckee Contractors Association
- Tahoe Coalition for the Homeless
- Residential developers

Arts District

- Tahoe Art League
- Lake Tahoe Historical Society
- Washoe Tribe
- South Tahoe High School
- Lake Tahoe Community College

Community Wellness and Resources

- El Dorado County Behavioral Health
- El Dorado County Library, South Lake Tahoe Branch
- El Dorado County Health and Human Services
- St. Joseph Community Land Trust
- Tahoe Coalition for the Homeless
- Boys' and Girls' Club
- Advance
- Barton Hospital
- Live Violence Free
- Marcella Foundation
- Lake Tahoe Unified School District
- South Lake Tahoe Police Department

In addition to the meetings outlined above, three (3) community workshops will be held that are open to the public, followed by a two-day open house to show and discuss drafted recommendations. One workshop is planned to be held at the Family Resource Center where materials and presentations will be available in Spanish. Additional meetings are anticipated with specific stakeholders such as El Dorado County, STPUD, LTCC, LTUSD, and the Al Tahoe Post Office so that staff can anticipate unique circumstances the plan may need to consider. City staff will also be available to discuss the plan at community events such as farmers markets and the Multicultural Celebration.

Communication methods used thus far include posts to the City's social media accounts; publication of a dedicated webpage that will be updated with times, dates, and locations of public meetings; and the option to sign up for notifications when new meeting dates are posted.

Financial Implications: Beyond staff time, there are no financial implications associated with receiving this report. Any Professional Services Agreements (PSA) for consulting services will be brought to City Council for consideration at a future date.

Environmental Considerations: Reporting the status of a planning process has no possibility of causing a direct physical change or a reasonably foreseeable indirect physical change to the environment. This activity is not a project as defined in CEQA Guidelines Section 15778 and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Possible environmental impacts will be considered as goals, policies, and standards are developed to create a self-mitigating plan to the extent feasible. A programmatic Initial Study and Initial Environmental Checklist (IS/IEC) is envisioned to be the appropriate environmental document for evaluation of the Area Plan pursuant to CEQA and TRPA Code of Ordinances and Rules of Procedures.

Policy Implications: Preparing an Area Plan for the Mid-Town is consistent with the following General Plan policies:

Policy LU-1.2 Smart Growth: The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smart Growth Principles include:

- Creating a range of housing opportunities and choices
- Creating walkable neighborhoods
- Encouraging community and stakeholder collaboration
- Fostering distinctive, attractive communities with a strong sense of place
- Making development decisions predictable, fair, and cost-effective
- Providing a mix of land uses
- Preserving open space, natural beauty, and critical environmental areas
- Providing a variety of transportation choices
- Strengthening and directing development to existing communities
- Taking advantage of compact building design

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

Policy LU-2.5 Bijou/Al Tahoe Community Plan Area: The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high-quality family-oriented recreation and public facilities, including government offices.

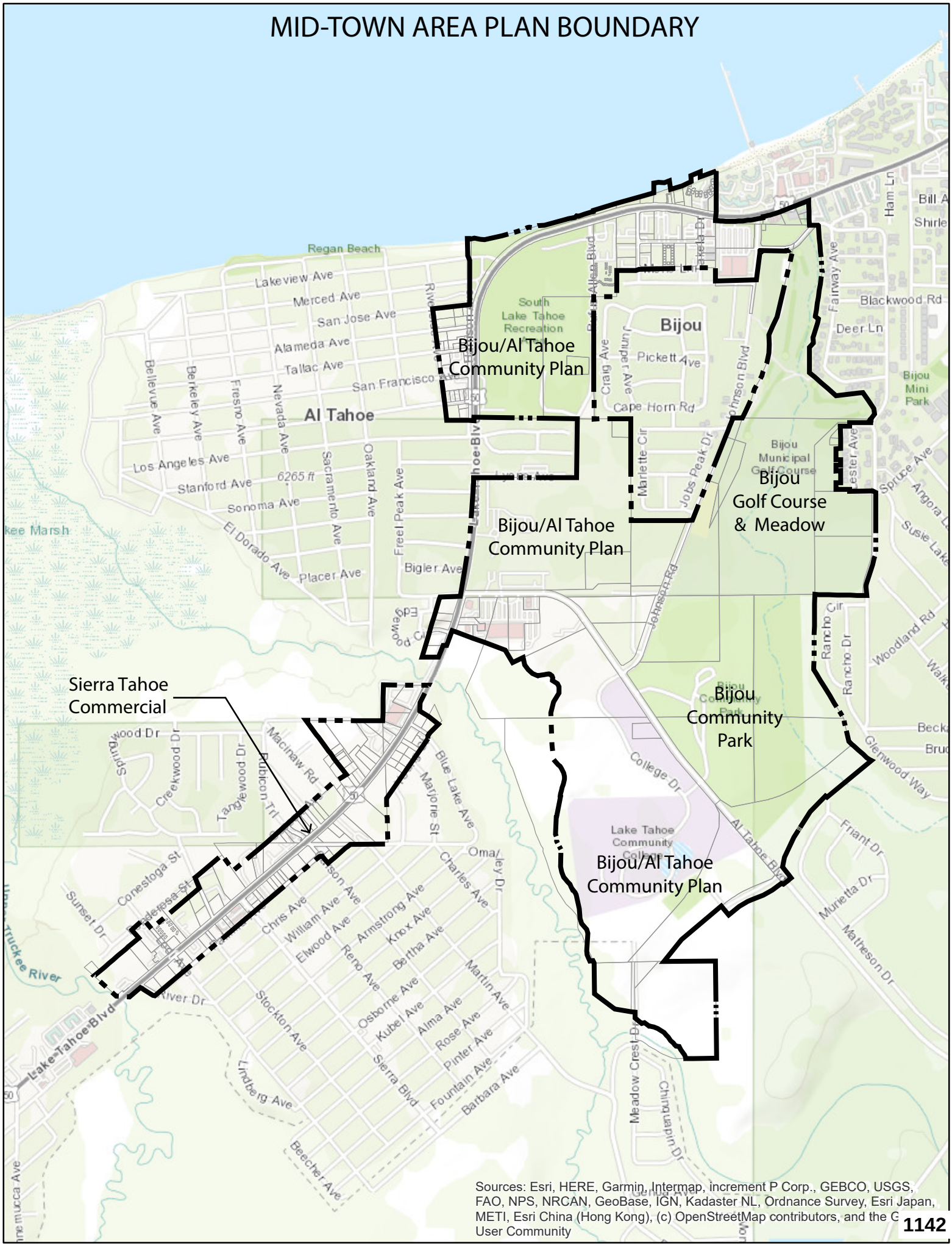
Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to encourage the implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

Policy LU-8.14 Art in Public Places: The City shall promote art in public places such as pedestrian areas, tourist accommodation areas, social gathering places, and commercial shopping centers in conformance with a Cultural Arts Master Plan.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.

MID-TOWN AREA PLAN BOUNDARY



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 13, 2024
Agenda Item #:27

Agenda Item: Agenda Planning Calendar

Executive Summary: The attached Agenda Planning Calendar outlines a preliminary schedule for future City Council meeting agenda items.

Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joe Irvin, City Manager and Susan Blankenship, City Clerk

Attachments:

APC - 08 11 2024.pdf

2024 Agenda Planning Calendar (Updated 08 11 2024)

Department		Agenda Item	Agenda Section
City Council,STJPPFA			
Aug 27, 9 a.m.	***Budget Workshop**	**City Council**	
	Fire	Light Duty Vehicle Purchase	Consent
	Parks & Rec	Award of Skate Park Renovation Contract	Consent
		CTC Grant Application for Regan Beach Improvements	Consent
	Public Works	STPUD Reimbursement Agreement For Road Rehab	Consent
Sept. 10, 9 a.m.	**City Manager**	Barton Community Health Needs and Harm Reduction Update	Presentation
		Website Redesign Update	NB
		SSTMA Agreement for Microtransit	UB
	Dev Services	Review of Employee Housing Public and Business Outreach Campaign	UB
		Benefits Policy and Amendment to Subrecipient Agreement to TCH	Consent
		CDBG Program Coronavirus Response Allocation Bears Den Inn Rehab	Consent
		Pre-Approved ADU Design Professional Services Agreement	Consent
		City/CTC land exchange agreement	Consent
		TAU Discussion	NB
		Annual Homelessness Report	NB

2024 Agenda Planning Calendar (Updated 08 11 2024)

		Employee Housing Signage Ordinance for Hotels	PH
	Police	2024 Update to Parking Fees in the Bellamy Parking Garage	Consent
	Finance	Investment Policy update	Consent
	HR	POA Sick-Leave Conversion	Consent
	Public Works	Airport Pavement Rehab Award	Consent
		Award Custodial Services Agreement to Sunwest	Consent
		Contract Amendment for Stantec for TVGB Project	Consent
		Award Aiport Restaurant Agreement to Tom McMuarray	NB
		Award Snow OpsContract to Trella Tahoe	Consent
		Upper Bijou Creek TRPA Funding Acceptance	Consent
		Tahoe Valley Greenbelt, TRPA, Lahontan SEP Funding	Consent
		Caltrans US 50 Grant Acceptance	Consent
		Amendment to CDM Smith Agreement for Pioneer Trail Phase II	Consent
		Hwy 50/89 Concrete/Pavement Option	NB (first item)
Sept. 24, 5:30 p.m.	**City Attny**	Award Third Party Administrator Contract for Workers Comp	Consent
	City Clerk	City Council Compensation Ordinance (First Reading)	NB

2024 Agenda Planning Calendar (Updated 08 11 2024)

		Conflict of Interest Code Update	Consent
	City Manager	Comprehensive Energy Services Contract	NB
	Dev Services	Disparate Impact Analysis Findings about Local Preference Ordinance	UB
	Finance	Quarterly Budget and Financial Status Report as of June 2024	Consent
		Investment Portfolio Report as of June 2024	Consent
	Public Works	Johnson Blvd. Complete Street Planning Grant Application	Consent
		TRPA and Rec Facilities JPA Funding for the Bijou Park Connector	Consent
		Award of Bellamy Parking Garage Phase 2	Consent
		Award of PSA for Dennis Machida Greenway	Consent
		Vision Zero Resolution	Consent
Oct. 15, tbd	**BOS/City Council Special Joint Meeting**		
Oct. 22, 5:30 p.m.	**City Clerk**	City Council Compensation Ordinance (Second Reading)	Consent
	Finance	GAAN Limit	Consent
		Fiscal Year 2023-2024 Budgeted Funds Re-appropriation	Consent
Nov. 5, 9 a.m.	**Dev. Services**	Radon - Jeff Minor	Presentation
		One-Year Results of Inclusionary Housing Ordinance	NB

2024 Agenda Planning Calendar (Updated 08 11 2024)

	Finance	TID Annual Report	NB
	Public Works	Award of Tahoe Valley Greenbelt Phase II	Consent
		Award Upper Bijou Park Creek Contract	Consent
		Speed Limit Adoption for Local Roads and Designation of Safety Corridors	NB
		Residential Parking Permit for Lakeside Park Assoc.	NB
Nov. 19, 5:30 p.m. STRSA	**Finance**	Annual ROPS approval	STRSA Consent
	Pub Works	STR Rate Adjustment	PH
Dec. 10, 5:30 p.m.	**City Clerk**	Certification of Election	NB
		Oaths of Office	Oath
		City Council Re-Organization	NB
	Finance	Quarterly Budget and Financial Status Report as of September 2024	Consent
		Investment Portfolio Report as of September 2024	Consent
Unscheduled/Pending			
	City Clerk	Records Management Policy (Updated) 1/2025	
	City Manager	Organics Diversion Program	

2024 Agenda Planning Calendar (Updated 08 11 2024)

	Tax Sharing Resolution (AB 8) Clean-Up Annexation
	EV Charging Parking Ordinance
	Establishing an EV Charging Rate for the City's Public EV Chargers
	Municipalization of Electric Utility - Feasability Analysis
Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
	Discussion: Second Home Cap/Permit Options
	Building Code Appendix AW adoption-3D printed structures
Finance	Disolution STJPPFA
Public Works	Award High Priority Pipe Replacement Project
	Award James-Eloise Drainage Upgrade
	Award of Pioneer Safety HSIP Project
	Award of PD Roof Replacement
	TTD US 50 Plans Presentation
	Award Pioneer Trail Phase II Project
	Award Lakeview and Ski Run Electrical Upgrades
	Harrison Ave/Stateline Transit Station Parking Enforcement

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New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

South Lake Tahoe city, CA
Reference Number: CL-789485

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because California is participating in the Kroger settlement.

This electronic envelope contains three attachments:

- The *Participation Form* for the Kroger settlement, including a release of any claims;
- California State Subdivision Agreement for Kroger; and
- Side-letter agreement between California and Kroger

The *Participation Form and California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and Kroger modifies, as it applies to California, one injunctive relief term contained in Exhibit P, Section IX(5)(1) of the Kroger National Settlement Agreement.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

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Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. This website will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with Kroger, which modifies the *Kroger National Opioid Settlement's* injunctive relief within the State of California.

How to return signed forms:

There are three methods for returning the executed *Participation Form, the California-State Subdivision Agreement ("Subdivision Agreement"),* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form and the Subdivision Agreement* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form and the Subdivision Agreement*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement. As with electronic signature, returning a manually signed *Participation Form and Subdivision Agreement* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form and Subdivision Agreement* using DocuSign, the signed *Participation Form and Subdivision Agreement* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of

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the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Form and Subdivision Agreement*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release Form

Governmental Entity: South Lake Tahoe city		State: CA
Authorized Signatory: Heather Stroud, City Attorney		
Address 1: 1901 Lisa Maloff Way		
Address 2: Suite 300		
City, State, Zip: South Lake Tahoe	California	96150
Phone: 530-542-6046		
Email: hstroud@cityofslt.us		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: DocuSigned by: Heather Stroud City Attorney 3D97D8ECD4DE4BA...

Name: Heather Stroud

Title: City Attorney

Date: 6/24/2024

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the "Kroger Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Kroger Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

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Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergenCorporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

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Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),

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pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

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d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, South Lake Tahoe city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on 6/24/2024 .

Signature: DocuSigned by: Heather Stroud City Attorney 3D97D8ECD4DE4BA...

Name: Heather Stroud

Title: City Attorney

Date: 6/24/2024

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions.

Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**

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City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**

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City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**

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City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**

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City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**

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County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**

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City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**

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City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**

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City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**

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City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**

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APPENDIX 1

City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

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b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Weil, Gotshal & Manges LLP

2001 M Street, NW Suite 600
Washington, DC 20036
+1 202 682 7000 tel
+1 202 857 0940 fax

Chantale Fiebig
+1 (202) 682-7200
Chantale.Fiebig@weil.com

BY E-MAIL

March 28, 2024

David Jones
Supervising Deputy Attorney General
Healthcare Rights & Access Section
Department of Justice
1300 I Street
Sacramento, CA 95814
Phone: (916) 210-7861
Email: David.Jones@doj.ca.gov

Re: Kroger Opioids Settlement Agreement

Dear Mr. Jones:

This letter summarizes the agreement reached between Kroger and the State of California regarding the multistate Kroger Settlement Agreement dated March 22, 2024 regarding opioid claims by states and subdivisions (the "Multistate Kroger Settlement Agreement").

The Kroger Co. and all of its direct and indirect subsidiaries ("Kroger"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modification to the Multistate Kroger Settlement Agreement in its application to California. For the avoidance of doubt, the limited modification set forth below applies only to California and to no other state or territory.

The "Prescription Red Flag" described in Section IX(5)(a) of Exhibit P to the Multistate Kroger Settlement Agreement is modified in its entirety to read as follows:

> A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient.

This limited California-specific modification was a necessary condition for California's decision to sign-on as a participating state to the Multistate Kroger Settlement Agreement.

For the avoidance of doubt, all other terms and provisions in the Multistate Kroger Settlement Agreement remain the same, including without limitation all "Prescription Red Flags" not specified above, all

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definitions, all release provisions, the eleven-year-payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms and this letter shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Chantale Fiebig
Counsel for The Kroger Co.

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:

Name: David A. Jones
Title: Supervising Deputy Attorney General
Date: March 29, 2024