City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, September 06, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Devin Middlebrook, Mayor
Cristi Creegan, Mayor Pro Tem
Cody Bass, Councilmember
John Friedrich, Councilmember
Tamara Wallace, Councilmember

Mission of the City Council
The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

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, and via ZOOM at this link https://us06web.zoom.us/j/87665073301

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)].

By Phone: 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 ID: 876 6507 3301 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.

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

Roll Call

Closed Session Report

City Employee Recognition

1. City Employee Recognitions
Requested Action / Suggested Motions: Two employees will be recognized for reaching 15 Years-Service.
Responsible Staff Member: Various
Item 1 - Executive Summary.pdf
01-Staff Report 09 06 2022.pdf

Proclamation

2. Proclamation - Recognizing September 17-23, 2022 as "Constitution Week"

Requested Action / Suggested Motions: Issue a Proclamation to Laura Trimberger, Regent, Lake Tahoe Chapter, National Society Daughters of the American Revolution, recognizing September 17-23, 2022 as "Constitution Week".
Responsible Staff Member: Susan Blankenship, City Clerk
Item 2 - Executive Summary.pdf
Proclamation - National Constitution Week.docx

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

3. Lake Tahoe Transportation Action Plan
Requested Action / Suggested Motions: Receive presentation and provide direction to staff on potential Resolution.
Responsible Staff Members: Joseph Irvin, City Manager and Anush Nejad, Director of Public works
Item 3 - Executive Summary.pdf
01-Staff Report-TRPA Transportation Action Plan
02 - Transportation Action Plan
03 - Bi-State Commitment Letter
04 - Presentation

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.

4. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the August 9, 2022 City Council and South Tahoe Joint Powers Financing Authority meeting minutes
Responsible Staff Member: Susan Blankenship, City Clerk
Item 4 - Executive Summary.pdf
08 09 2022 minutes.pdf

5. Investment Portfolio Report - June 30, 2022
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Olga Tikhomirova, Director of Finance
Item 5 - Executive Summary.pdf
01-Staff Report Investment Report June 22.docx
02-Operations Cash 06 30 2022.pdf
03-Fiscal Agent 06 30 2022.pdf
04-Graph 06 30 2022.pdf
05-Cash June 2022.pdf

6. Fiscal Year 2022-2023 Investment Policy and Authority
Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the year October 1, 2022 to September 30, 2023.
Responsible Staff Member: Olga Tikhomirova, Director of Finance
Item 6 - Executive Summary.pdf
01-Staff Report Investment Policy rv.docx
02-Resolution Investment Policy 2022_2023.docx
03-Investment Policy - 2022-2023 redline (Exh. A to Reso) rv.pdf
04-Investment Policy - 2022-2023 final rv.pdf

7. Fiscal Year 2021-22 Quarterly Financial Status Report - Quarter Ending June 2022
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Andrew Black, Financial Services Supervisor

Item 7 - Executive Summary.pdf
01-Staff Report - Financial Status Report.docx
02-FY 2021-22 Qtrly Budget Report June 2022.pdf

8. Ordinance - Amending City Code Chapter 3.45 (Purchasing) to Clarify Language Regarding Bidding Process and Update Public Contract Procurement Thresholds (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance amending Chapter 3.45 (Purchasing) of the South Lake Tahoe City Code to clarify language regarding the bidding process and update public contract procurement thresholds.
Responsible Staff Member: Lori Marino, Principal Management Analyst
Item 8 - Executive Summary.pdf
01-Staff Report - Ordinance Purchasing Amendments.docx
02-Ordinance - Amending Chapter 3.45 Purchasing.docx
03-CSLT City Code Purchasing Chapter 3 Redline.pdf
04-Notice of Publication Amending Chapter 3.45 (Purchasing).pdf

9. California Office of Traffic Safety Enforcement Grant Fiscal Year 2022-2023
Requested Action / Suggested Motions: Pass a Resolution authorizing the application, budget, and reimbursement of grant award by California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) in amount up to $65,000.00, and upon final approval from OTS, authorizing the Mayor to execute the grant agreement.
Responsible Staff Member: David Stevenson, Chief of Police
Item 9 - Executive Summary.pdf
01-Staff Report - Traffic Enforcement Grant.docx
02-Resolution - Traffic Enforcement Grant.docx
03-OTS Tenative Grant Approval Email 080422.pdf
04-OTS Grant Application 081722.pdf

10. State Water Resources Control Board Grant Funding and Contract Award to Herback General Engineering for Tahoe Valley Stormwater and Greenbelt Improvement Project
Requested Action / Suggested Motions: (1) Pass a Resolution accepting and appropriating State Water Resources Control Board (SWRCB) Proposition 1 implementation grant funding to the Tahoe Valley Stormwater and Greenbelt Improvement Project ($6,922,904); and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Herback General Engineering in the amount of $6,688,511.36 and approve a 10% construction contingency in the amount of $668,852 for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets Manager
Item 10 - Executive Summary.pdf
01-Staff Report.docx
02-Project Location Map.pdf
03-Resolution-SWRCB Grant Acceptance.docx
04-Agreement-Herback.docx
05-Res 2021-017.pdf
06-Grant Agreement rv

11. Community Development Block Grant CV1 Subrecipient Agreement Amendment 2 for Catalyst Family Inc.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute the Subrecipient Agreement Amendment 2 with Catalyst Family Inc., extending the term for

an additional year to May 1, 2023, and increasing the budget from $96,750 to $106,176 with a revised scope of work.
Responsible Staff Member: Lydia Zuniga, Housing Programs Coordinator
Item 11 - Executive Summary.pdf
01-Staff Report - Subrecipient Agreement Amendment 2 with Catalyst Family.docx
02-C-101-2021 - Catalyst Family Subrecipient Agreement
03 - Catalyst Family Subrecipient Agreement Amendment 1
04-Catalyst Family Subrecipient Agreement Amendment 2

12. Agreement with Trella Tahoe, Inc. for Snow Removal Operations
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a contract with Trella Tahoe, Inc. for services related to snow removal operations at the Airport, Fire Department, Police Department, and Fire Rescue Facility, plus on-call service as needed for a term of November 1, 2022 to April 30, 2023 in an amount not to exceed $94,600.00.
Responsible Staff Member: John Dickinson, Airport Manager
Item 12 - Executive Summary.pdf
01-Staff Report - Snow Removal Agreement - Trella.docx
02-Trella Tahoe Proposal.pdf
03-Professional Service Agreement with Trella Tahoe, Inc. for Snow Removal Operations.pdf

13. Agreement with JYB Solutions, LLC for Custodial Services
Requested Action / Suggested Motions: Pass a Resolution Amending Fiscal Year 2022-2023 Budget by appropriating $46,439.00 from General Fund Undesignated Excess Reserves and authorizing and directing the Mayor to execute an Agreement with JYB Solutions, LLC for the City Hall/Airport Custodial Services for an amount not to exceed $46,439.00 for year one, for a term of one year with four one-year extensions.
Responsible Staff Member: John Dickinson, Airport Manager
Item 13 - Executive Summary.pdf
01-Staff Report-Airport Custodial Services.docx
02-JYB Solution RFP Proposal.pdf
03-Professional Services Agreement with JYB for Airport Custodial Services.pdf
04-Resolution for Airport Custodial Services.docx

14. Contract with Consolidated Engineering, Inc. for Hangar Taxilane Replacement Project
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract with Consolidated Engineering Inc. to reconstruct the taxilanes near the hangars at the Airport in an amount not to exceed $413,997.50 plus 10% construction contingency of $41,339.75 .
Responsible Staff Member: John Dickinson, Airport Manager
Item 14 - Executive Summary.pdf
01-Staff Report - 2022 Taxilane Rehabilitation Agreement.docx
02-Consolidated Engineering Bid.pdf
03-Construction Contract -2022 Hangar Taxilane Rehabilitation Project.pdf

15. Agreement with SNG & Associates, Inc. for Design and Engineering Services for the Barton Ave & 2nd Street Drainage Project
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with SNG & Associates, Inc. for Design & Engineering Services for the Barton Ave & 2nd Street Drainage Project for an amount not to exceed $214,780.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets

Manager
Item 15 - Executive Summary.pdf
01-Staff_Report_-_Street_Drainage_Project__4_ (1).docx
02-Location Map and Photos
03-Professional Services Agreement
04-Resolution_2022-006

16. Acceptance and Appropriation of National Opioid Litigation Settlement Funds in the Amount of $44,480.70 for Year One
Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating funds from the National Opioid Litigation Settlement.
Responsible Staff Member: Heather Stroud, City Attorney
Item 16 - Executive Summary.pdf
01-Staff_Report.docx
02-Resolution.docx
03-Resolution No. 2021-105.pdf

17. Appropriation to fund two Liability Claims from MetLife Home and Auto and Robert Giacomini
Requested Action / Suggested Motions: Pass a Resolution appropriating $7,674.21 from General Fund Undesignated Excess Reserves to pay two liability claims.
Responsible Staff Member: Rebecca Penado, Risk Manager
Item 17 - Executive Summary.pdf
01-Staff_Report-Budget_for_Claims.docx
02-Resolution_Budget for Claims.docx

Regular-Unfinished Business

18. Broadband Feasibility Study Presentation

Requested Action / Suggested Motions: City Council is asked to provide direction to the City Manager on the Broadband Feasibility Study and options to improve service in the South Lake Tahoe.
Responsible Staff Member: Anush Nejad, Director of Public Works
Item 18 - Executive Summary.pdf
01- Staff Report - Broadband Services.docx
02 - CSLT Broadband Presentation .pptx

Regular-New Business

19. Pilot Traffic Calming Projects for Lakeview (Al Tahoe) and Highland Woods Neighborhoods
Requested Action / Suggested Motions: Pass a Resolution appropriating $150,000 from the General Fund Undesignated Excess Reserves and authorizing and directing the City Manager to execute the necessary Purchase Orders for procurement of supplies and materials related to the traffic calming projects in the Lakeview and Highland Woods Neighborhoods.
Responsible Staff Members: Anush Nejad, Director of Public Works and Jerry Heath, Maintenance Manager
Item 19 - Executive Summary.pdf
01-Staff_Report_Pilot_Traffic_Calming_Projects.docx
02 - Traffic Calming Presentation.pptx

03-Resolution for Traffic Calming Project.docx

20. Vision Zero Goal and Grant Application of Safe Streets and Roads for All
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Public Works to file a grant application with U.S. Department of Transportation for a grant in the amount of $250,000 to prepare a Vision Zero Action Plan.
Responsible Staff Member: Anush Nejad, Director of Public Works
Item 20 - Executive Summary.pdf
01-Staff Report - Grant Application - Safe Streets and Roads for All.docx
02 - Vision Zero Project Area
03 - Draft Resolution for Vision Zero Policy
04 - TRPA Support Letter
05 - CAL Trans Draft Support Letter
06 - Presentation
07 - Resolution - Vision Zero Grant Application

21. Establishment of Johnson Blvd Utility Underground District Boundary
Requested Action / Suggested Motions: Pass Resolution identifying the proposed Johnson Blvd Underground Utility District boundary and setting a date for a Public Hearing on November 1, 2022 at 9:00 a.m. (or as soon thereafter) to determine if the public necessity, health or safety requires the removal of overhead electric or communication facilities within all or part the proposed district boundary.
Responsible staff Members: Stan Hill, Engineering Manager and Anush Nejad, Director of Public Works
Item 21 - Executive Summary.pdf
01-Staff Report.docx
02-Resolution UUD District Boundary.docx
03-Johnson Blvd. UUD Boundary Map (Exh. A to Reso).pdf

22. Land Exchange with California Tahoe Conservancy
Requested Action / Suggested Motions: Pass a Resolution declaring seven City-owned parcels totaling approximately 181 acres (APNs 025-061-037, 025-081-013, 025-091-012, 031-030-020, 031-030-039, 080-010-013, and 080-020-008) to be exempt surplus property and authorizing the City Manager to negotiate a land exchange agreement for 18 parcels totaling approximately 7.1 acres owned by the California Tahoe Conservancy (APNs 023-686-016, 026-065-016, 027-010-016, 027-010-024, 027-010-029, 027-053-014, 027-073-005, 027-074-006, 027-112-013, 027-112-014, 027-112-015, 027-112-016, 027-112-017, 027-112-024, 027-134-022, 031-173-002, 031-173-004, and 032-090-013).
Responsible Staff Members: Hilary Roverud, Director of Development Services and Jason Burke, Complete Streets Program Manager
Item 22 - Executive Summary.pdf
01-Staff Report
02-Location Map
03-Land Exchange
04-Resolution.docx

23. New Financial Policy - Donation, Sponsorship, and Naming Rights Policy
Requested Action / Suggested Motions: Pass a Resolution adopting New Financial Policy - Donation, Sponsorship, and Naming Rights Policy.
Responsible Staff Member: Lori Marino, Principal Management Analyst

Item 23 - Executive Summary.pdf
01-Staff Report - New Policy on Donation, Sponsorship, and Naming Rights.docx
02-Resolution - New Financial Policy on Donations, Sponsorship, and Naming Rights.docx
03- Financial Policies- Donations, Sponsorships, Naming Policy (Exh. A to Reso).docx

Agenda Planning Calendar

24. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
Item 24 - Executive Summary.pdf
APC - 09 01 2022.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 September 6, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, September 1, 2022 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 September 1, 2022
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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 1

Agenda Item: City Employee Recognitions

Executive Summary: New City employees and long-serving City employees who reach the 5, 10, 15, 20, & 25 year service milestone will be recognized at each monthly meeting.

Requested Action / Suggested Motions: Two employees will be recognized for reaching 15 Years-Service.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report 09 06 2022.pdf

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

Meeting Date: September 6, 2022

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

Background: As part of the City's Employee Recognition Program, employees who have reached five, ten, fifteen, twenty and twenty-five years of service are recognized for their achievements and contributions to the City.

Service Awards:

Human Resources
Ember Buckman, Human Resources Analyst – 15 Years' Service

Fire Department
Doug Bailey, Fire Suppression – 15 Years' Service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 2

Agenda Item: Proclamation - Recognizing September 17-23, 2022 as "Constitution Week"

Executive Summary: The City Clerk received a request on June 16, 2022, from Laura Trimberger, Regent, National Society Daughters of the American Revolution, for a Proclamation recognizing September 17-23, 2022 as "Constitution Week", to be presented at a future City Council meeting. On June 21, 2022, the City Clerk receive consensus from City Council to bring forward this Proclamation.

Requested Action / Suggested Motions: Issue a Proclamation to Laura Trimberger, Regent, Lake Tahoe Chapter, National Society Daughters of the American Revolution, recognizing September 17-23, 2022 as "Constitution Week".
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:

Attachments:

Proclamation - National Constitution Week.docx

City of South Lake Tahoe

Proclamation

Recognizing September 17-23, 2022, as

"Constitution Week"

Whereas, the Constitution of the United State of America, the guardian of our liberties, embodies the principles of limited government in a republic dedicated to rule by law; and

Whereas, September 17, 2021, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now therefore, the City Council of the City of South Lake Tahoe do hereby proclaim the week of September 17 through 23 as "Constitution Week" and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

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Devin Middlebrook, Mayor

_____

Susan Blankenship, City Clerk

September 6, 2022

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 3

Agenda Item: Lake Tahoe Transportation Action Plan

Executive Summary: The Lake Tahoe Transportation Action Plan has been developed by the Tahoe Regional Planning Agency (TRPA) in association with the cities, counties, and regional agencies in California and Nevada. The Action Plan is a product of the Bi-State Consultation and reflects the collaboration across local, state, and federal agencies. It prioritizes the most important transportation projects in the region and establishes funding-framed work to make these projects a reality. Transportation investments are being secured through a "7-7-7" funding framework, with which each sector of partnership - local/regional governments and businesses, state agencies, and federal government- works to allocate additional investment of $7 million per year to fund the regional and local transportation projects.

Requested Action / Suggested Motions: Receive presentation and provide direction to staff on potential Resolution.
Responsible Staff Members: Joseph Irvin, City Manager and Anush Nejad, Director of Public works

Responsible Staff Member: Joe Irvin, City Manager (530) 542-6043
Anush Nejad, Director of Public Works (530) 542-6031

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

Attachments:

01-Staff Report-TRPA Transportation Action Plan
02 - Transportation Action Plan
03 - Bi-State Commitment Letter
04 - Presentation

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

Meeting Date: September 6, 2022

Title: Lake Tahoe Transportation Action Plan

Location: Citywide

Responsible Staff Member: Joe Irvin, City Manager – (530) 542-6043
Anush Nejad, Director of Public Works – (530) 542-6031

Background: The Tahoe Regional Planning Agency (TRPA) has been working with local/regional governments, businesses, and state agencies in collaboration with the federal government to develop the 2020 Lake Tahoe Regional Transportation Plan (RTP). The RTP includes $2.4 billion in transportation projects to achieve the region's environmental, social, and economic goals for the next 25 years. This action plan represents a collective commitment to funding initial priority transportation projects from the RTP. The projects identified were developed in consultation with local government and State representatives.

Issue and Discussion: The projects identified in the Transportation Action Plan directly address the region's equity, environmental, economic, and climate goals. The action plan prioritizes the most important transportation projects and proposes a shared funding framework to fund these projects.

The shared “7-7-7” funding framework in which each sector of the partnership – local/regional governments and businesses, state agencies, and federal government – works to allocate an additional investment of $7 million per year toward the program. These investments can include congressionally designated funds, state budget support, local jurisdiction funding, and investment from local businesses, documented in the Transportation Action Plan (Attachment 2). Bi-State Commitment for State of California and Nevada is included as Attachment 3.

The Lake Tahoe Action Plan includes City of South Lake Tahoe Capital Improvement Program (CIP) projects that are regionally significant. Staff will continue to work with TRPA to include additional CIP projects in the next RTP update to be eligible for federal and state funding.
The City of South Lake Tahoe’s priority projects in the Lake Tahoe Action Plan include:

- Dennis T. Machida Memorial Trail – Herbert Ave to Van Sickle $14,500,000
- Park Avenue and Lakeshore Blvd Complete Streets $6,500,000
- Johnson Blvd Complete Streets Project $4,346,450
- Y-Mobility Hub $24,000,000
- Roadway/Trail Overlay & Rehabilitation $5,000,000

Other City Projects that were previously identified in the RTP include:

- South Tahoe Greenway Bike Trail, Phase 1C $5,500,000
- Pioneer Trail Pedestrian Project, Phase II $4,200,000
- Johnson Blvd Complete Streets Project $6,500,000
- Stateline Complete Streets Project $6,200,000

Partners are in various stages of endorsing the 7-7-7 shared funding approach for Transportation. Placer County has adopted a resolution of support, and both states have provided a joint letter endorsing the funding approach. As a partner, TRPA has requested that the City Council consider adopting a Resolution supporting the 7-7-7 shared funding framework. This general endorsement would help maintain momentum with the partnership. Staff will receive input from the Council and will return with an appropriate Resolution based on Council's direction.

Financial Implications: The proposed funding strategy is a collaborative effort between TRPA and bi-state partner agencies, including the City of South Lake Tahoe. Each agency will endeavor to generate additional funding for projects within each responsible jurisdiction. The City is currently providing the matching funds for state and federal grants, which constitutes City's contribution.

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: Receiving this report and providing direction to staff demonstrates the commitment to regional transportation efforts and the proposed funding framework.

LAKE TAHOE
TRANSPORTATION ACTION PLAN





Photo by: Drone Promotions

LAKE TAHOE
ENVIRONMENTAL
IMPROVEMENT
PROGRAM

Tahoe Transportation & the Environmental Improvement Program

Lake Tahoe's awe-inspiring environment has attracted visitors from across the globe and residents for generations. Today, its proximity to major metropolitan areas in Northern California and Nevada make it a natural outdoor playground for the growing millions of people looking for unparalleled summer and winter recreation opportunities.

This action plan represents the region's approach to funding and implementing the projects needed to create a world-class transportation system at Tahoe.



60 percent

OUTDOOR RECREATION AND TOURISM ACCOUNTS FOR 60 PERCENT OF THE LAKE TAHOE REGION'S $5 BILLION ANNUAL ECONOMY.

PHOTO BY JARVIS PHOTOGRAPHY

ENVIRONMENTAL IMPROVEMENT PROGRAM

The Lake Tahoe Environmental Improvement Program (EIP), created in 1997, has prioritized transportation improvements as an environmental strategy. Tahoe partners have developed a regional vision for our transportation system, but major transit and infrastructure investments are needed to improve safety and address unsustainable peak congestion for residents and visitors.

actions

- 197 miles of bike and pedestrian paths constructed or improved.
- 17 complete street projects.
- 833 miles of roadway renovated to reduce stormwater pollution.

results

- 24 percent less car trips.
- 29 percent reduction in transportation GHG emissions since 2005.
- 11 percent increase in transit ridership.

TRANSPORTATION VISION

Projects for transit, trails, technology, and communities provide a reliable, safe, and convenient transportation system.

transit

Providing 15-minute service between town centers and recreation destinations, 30-to 60-minute service between neighborhoods and town centers, and inter-regional service for commuters and visitors from neighboring regions.

technology

Connecting people with information to make travel around the region seamless, providing better data and analysis, and ensuring charging facilities are available for electric vehicles.

trails

Increasing trips by foot and bike by constructing 110 miles of new trails to connect our neighborhoods and activity centers.

communities and corridors

Providing comprehensive solutions to mobility through a corridor planning framework connecting workers to jobs, visitors to recreation, and residents to town centers, housing, and recreation.



Photo by Sarah Underhill

CHALLENGES



Photo by Drone Promotions

Lake Tahoe's clarity and environment are threatened by vehicle impacts to the region including greenhouse gas emissions affecting climate change and roadway runoff degrading lake clarity.

Peak periods of congestion at popular recreation sites generate clogged roadways, inhibit equitable access, create unsafe conditions for visitors, and hamper commuters during peak seasons. Tahoe serves 15 million visitors per year, but state formula funding does not provide the needed support to manage peak visitation levels.

High local housing costs are pushing more of the workforce to reside outside the region constraining economic opportunity within the region. These pressures overwhelmingly impact the region's most underserved community members.

Unfunded needs for priority projects total $400 million over the next 20 years, or a minimum of $20 million annually of new funding to achieve the desired Regional Transportation Plan project priorities and benefits. Without this funding, the region will not be able to achieve the important goals or meet statewide priorities.

Bi-State Consultation on Transportation



The Bi-State Tahoe Regional Planning Compact directs Tahoe's transportation programs to reduce dependency on the automobile. Since 2017, the Director of the Nevada Department of Conservation and Natural Resources and the Secretary of the California Natural Resources Agency have convened a Bi-State Consultation on Transportation for Lake Tahoe. The Bi-State working group brings together public and private sector partners to achieve needed transportation investment in the Tahoe Region.

accomplishments

- Improved shuttle services and piloted micro-transit projects to reduce traffic congestion.
- New agreements between roadway agencies, land managers, law enforcement, and other key partners to manage Tahoe's busy recreation corridors.
- Successful adoption of the 2020 Lake Tahoe Regional Transportation Plan including establishing new transportation standards and priorities.
- Building consensus on regional priorities and a multi-sector funding strategy to deliver transportation investments.



Photo by Sarah Underhill

2017
Bi-State Established

2018
Bi-State Alignment Report

2021
Funding Option Memo

2022
Priority Project 7-7-7 Funding Strategy

FROM PLANNING TO ACTION

The 2020 Lake Tahoe Regional Transportation Plan (RTP) contains $2.4 billion in transportation projects to achieve environmental, social, and economic goals over the next 25 years. This action plan represents a collaborative commitment to funding the highest priority transportation projects. Every Bi-State partner must take bold action to meet this funding need and implement regionally significant priority projects.

Bi-State partners have created an initial 10-year priority transportation project list. Projects are organized within focus areas to create an innovative transportation system at Tahoe. Partners determined funding needs and priority projects based on Lake Tahoe Basin plans, project lists, and regional importance. Additional future revenue will be necessary to meet funding needs of the Regional Transportation Plan. Each project directly addresses equity, environmental, economic, and climate goals.

Ten-year Unfunded Need

focus areas	total cost	secured	need
Transit	$574 m	$67 m	$507 m
Trails	$67 m	$3 m	$64 m
Technology	Integrated across focus areas		
Communities & Corridors	$291 m	$12 m	$279 m
Operations & Maintenance	$20 m	$5 m	$15 m
TOTAL	$952 m	$87 m	$865 m

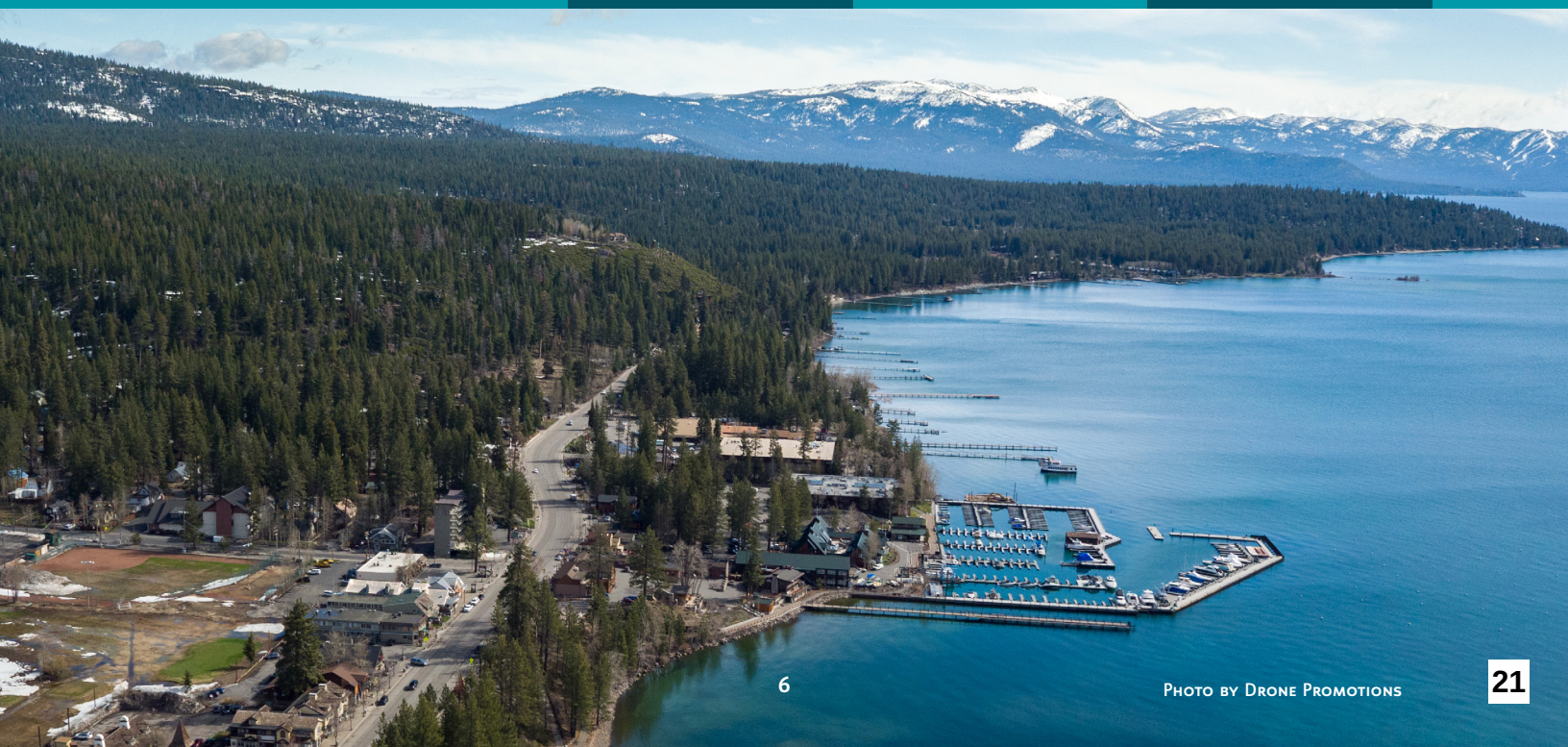


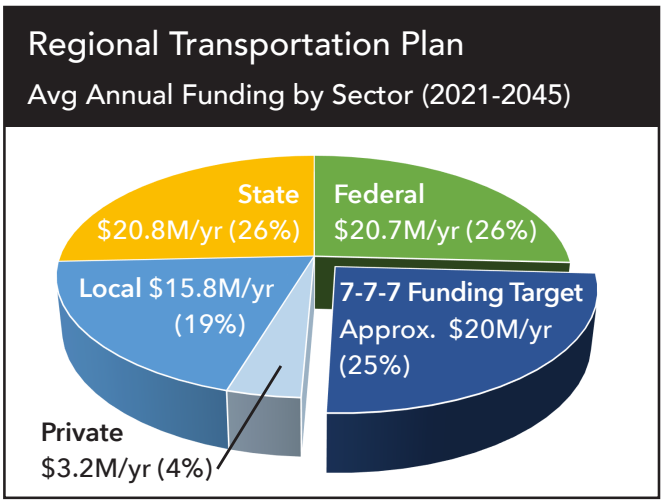
Photo by Drone Promotions

Big Investments in Transportation: The Collaborative Approach

There is a minimum $20 million annual funding gap in known revenue sources to implement priority transportation projects that serve residents and visitors. Without this funding, the region will not be able to achieve the important goals set by the Regional Transportation Plan or meet statewide priorities.

Building on 25 years of success with the funding model of the Lake Tahoe Environmental Improvement Program (EIP), Bi-State partners have agreed to pursue a shared multi-sector funding framework called the "7-7-7" strategy. Federal, state, and local/private partners would each seek to contribute $7 million per year from each sector for high priority, regionally significant transportation projects in the region.

In the coming decades, partner agencies will fulfill their funding commitment and modernize the region's transportation system connecting people to jobs, housing, and Tahoe's world-renowned environment.



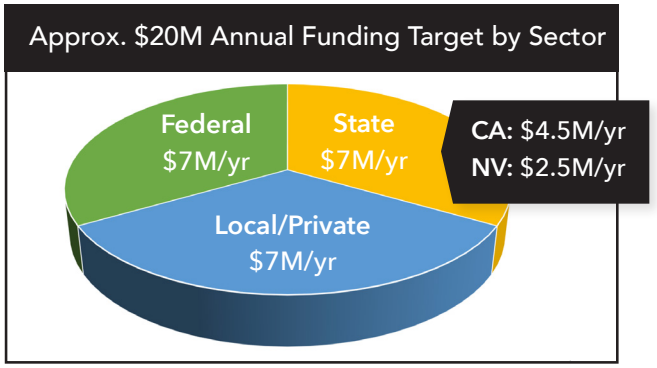




Photo by TTD

FUNDING FRAMEWORK

Multiple funding sources will be needed to fulfill the 7-7-7 strategy. Bi-State partners have developed a suite of potential funding sources to implement priority projects. The potential revenue sources are summarized below.

The 7-7-7 strategy aims to fill the regional funding gap. Traditional funding sources will continue to be utilized to implement a wide variety of transportation projects beyond this action plan.



Photo by Novus Select

	local/ private	california	nevada	federal
revenue target	$7 million/yr	$4.5 million/yr	$2.5 million/yr	$7 million/yr
potential revenue sources	Zonal congestion/ parking fee	Increased state support for existing & new competitive grant programs	Environmental Improvement Program bonds	Increased formula funding
	Local taxes (sales, hotel, vacancy)	State formula funding allocations	Conserve Nevada Program	New funding programs
	Fees, philanthropy, or other sources	Direct budget appropriation	Direct budget appropriation	Direct budget appropriation
	Increased general fund allocation		Increased state support for existing & new competitive grant programs	

Transportation Priority Project Map

Washoe County Community Mobility Plan

Resort Triangle Transit Priority Lanes

State Route 28 Corridor





Lake Tahoe

Regional Transit Service





Fanny Bridge Complete Streets Project

US 50 East Shore Corridor





State Route 89 Corridor and West Shore Tahoe Trail

US 50 South Shore Community Revitalization Project (NV)





Dennis T. Machida Memorial Greenway

Tahoe Region Map

- Major Highways
- Tahoe Basin Boundary
- CSLT Boundary

DATA SOURCES: TRPA

TRPA MAP DISCLAIMER: This map was developed and produced by the TRPA GIS department. It is provided for reference only and is not intended to show map scale accuracy or all inclusive map features.

TAHOE REGIONAL PLANNING AGENCY

0 2.5 5 10

MEASURING SUCCESS

The priority projects identified in the action plan will deliver on-the-ground results and contribute to the overall goals of the Regional Transportation Plan.

safety

Enhance safety for all, including along major highway corridors that have high levels of crashes and multiple fatalities.

climate

Protect and enhance the environment, promote energy conservation, and reduce greenhouse gas (GHG) emissions. Design infrastructure to be resilient to future climate impacts and support emergency evacuations during extreme events.

environment

Reduce dependency on automobiles, reducing related transportation emissions and stormwater pollution. Maintain infrastructure to maximize environmental benefits.

equity & access

Expand transit and trails to increase equitable access to recreation opportunities. Develop complete streets connecting housing to jobs and shopping for disadvantaged communities.

action plan priority project benefits

Priority projects will achieve the above benefits by:

- Building **27.2 miles** of trail.
- Serving **3 million** transit riders.
- Implementing **seven** complete street projects.
- Building **two** new mobility hubs.
- Investing **$20 million** in operations and maintenance.



Photo by California Tahoe Conservancy



Photo by Tom Lotshaw

Moving Forward

Partners are committed to implementing priority projects over the next decade that will transform transportation at Tahoe.

With agreement on a funding strategy and initial priority project list, Bi-State partners are actively working to secure funding and implement projects. It will take the full partnership and public support to reach the ambitious targets outlined in this action plan.

At all levels, funding must be secured to meet the 7-7-7 funding strategy. These sources could include congressionally designated funds, state supported grant applications, local jurisdiction funding, and private investment from local businesses.

Recent accomplishments include:

- $2 million in congressionally designated funding for state Route 28 corridor implementation.
- Approximately $700,000 in new annual support for transit operations.
- Nevada passage of Senate Concurrent Resolution 8 (2021) to support transportation solutions at Lake Tahoe.
- California joint funding application with Placer County.
- Public-private partnerships to launch micro-transit service on both the North and South Shores.

The transportation investments in this action plan are critically important to protect and preserve the lake, communities, and economy.

LAKE TAHOE TRANSPORTATION ACTION PLAN

LAKE TAHOE
ENVIRONMENTAL
IMPROVEMENT
PROGRAM

A Blueprint for Climate Resilience

Tahoe Transportation
DISTRICT

TAHOE
REGIONAL
PLANNING
AGENCY

Published by Tahoe Regional Planning Agency
August 2022

Transportation: A Bi-State Commitment to Improving Lake Tahoe

Lake Tahoe's awe-inspiring environment has attracted visitors from across the globe for generations. Its proximity to major metropolitan areas in Northern California and Nevada make it a popular destination for millions of people getting outdoors into nature. The Tahoe Basin is also a beloved home to tens of thousands of residents and the sacred ancestral lands of the Washoe Tribe of Nevada and California. Today, providing a world class transportation system for residents and visitors is a priority for leaders in California and Nevada. Our states recognize that the health of the lake, local communities, and economy are at risk from outdated transportation infrastructure.

Since 2017, the Director of the Nevada Department of Conservation and Natural Resources and the Secretary of the California Natural Resources Agency have convened a Bi-State Consultation on Transportation for Lake Tahoe. The Bi-State working group brings together public and private sector partners to catalyze needed transportation investment in the Tahoe Region.

The Lake Tahoe Transportation Action Plan is a product of this Bi-State Consultation and reflects the collaboration across local, state, and federal agencies. It prioritizes the most important transportation projects and a establishes a funding framework to make these projects a reality.

Transportation investments are being secured through a '7-7-7' funding framework in which each sector of the partnership—local/regional governments and business, state agencies, and federal government— works to allocate additional investments of $7 million per year. These investments include congressionally designated funds, state supported grant applications, local jurisdiction funding, and private investment from local businesses.

Recent accomplishments include:

- $2 million in congressionally designated funding for state Route 28 corridor implementation.
- Approximately $700,000 in new federal annual support for transit operations.
- Nevada passage of Senate Concurrent Resolution 8 (2021) to support transportation solutions at Lake Tahoe.
- California joint funding application with Placer County.
- Public-private partnerships to launch micro-transit service on both the North and South Shores.

We are committed to continuing to build momentum for critical transportation improvements at Lake Tahoe. This shared effort will help us protect and maintain this world-renowned place for residents and visitors alike.

Wade Crowfoot, Secretary
California Natural Resources Agency
State of California

Jim Lawrence, Acting Director
Nevada Department of Conservation and
Natural Resources
State of Nevada

A Partnership to Advance Transportation

CITY OF SOUTH LAKE TAHOE

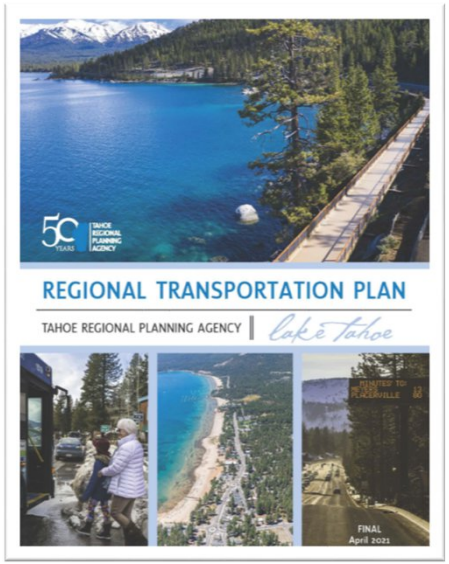
TAHOE REGIONAL PLANNING AGENCY

City Council Meeting

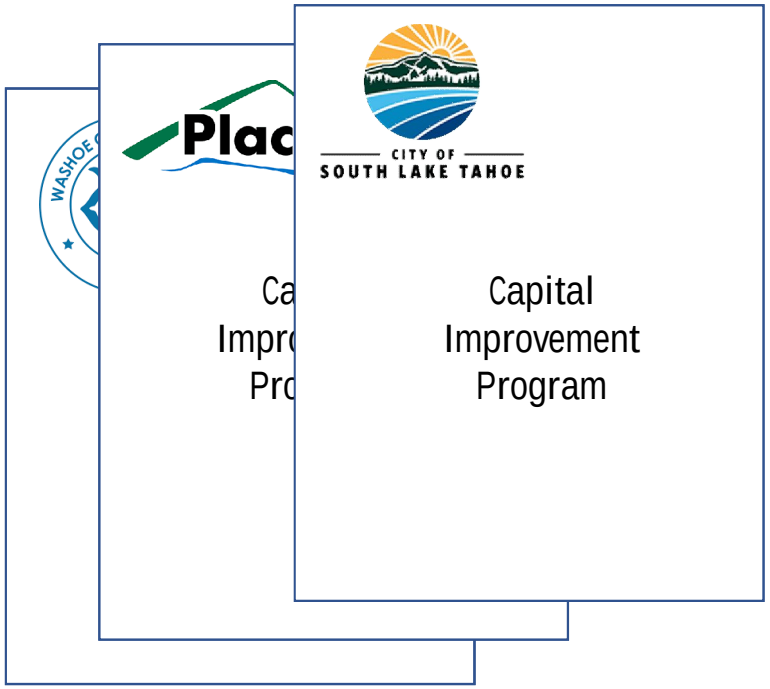
September 6, 2022



Transportation Implementation







20+ Year
Long-Range

Regional Priority
Projects

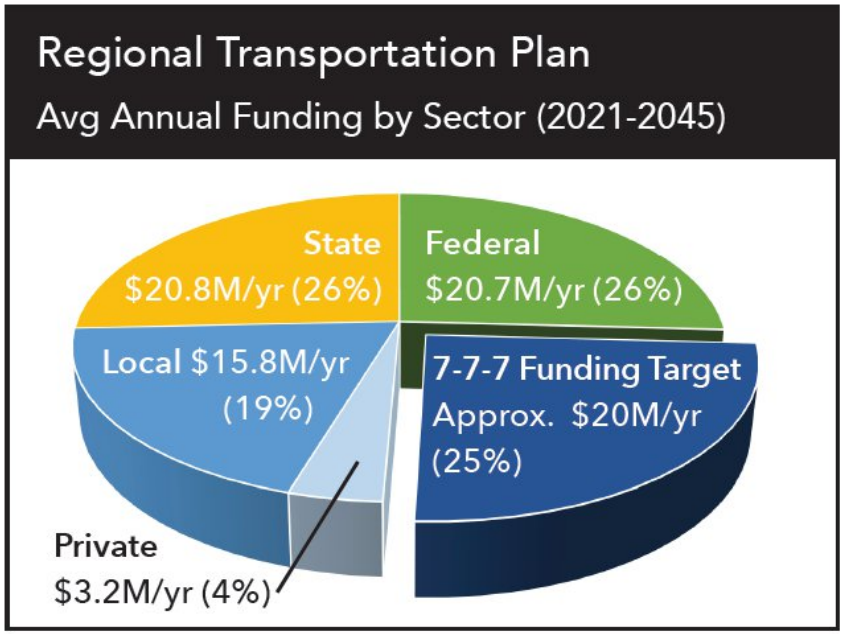
Local Priorities

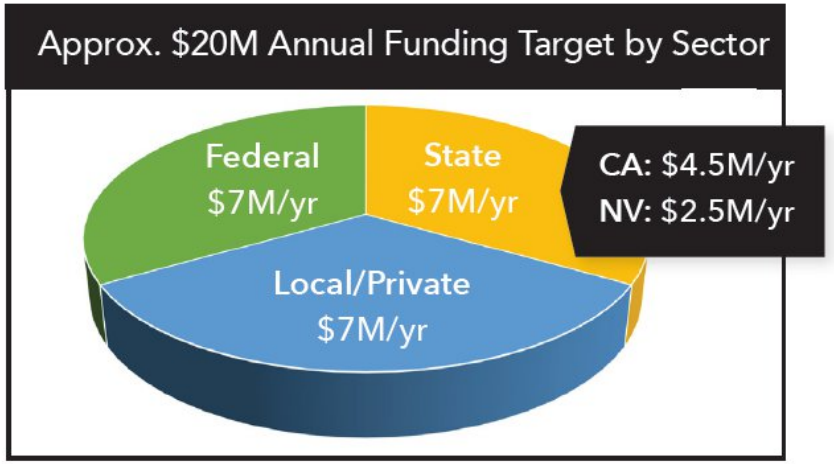
Transportation Action Plan

- Regionally significant transportation priorities (10-year)
- Aligns State, Federal, Regional, and Local policy objectives
- Illustrates project benefits
- Identifies unfunded need ($20M/yr.)

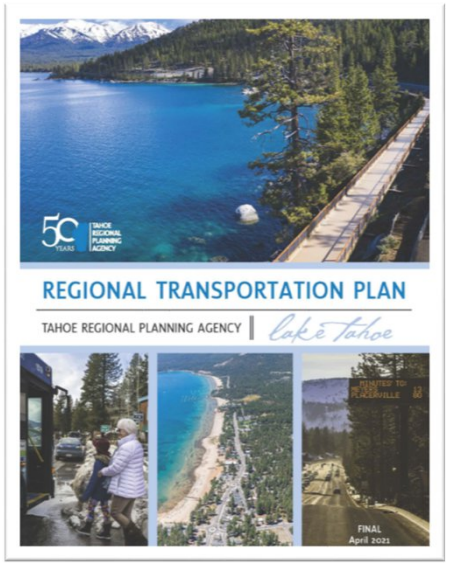


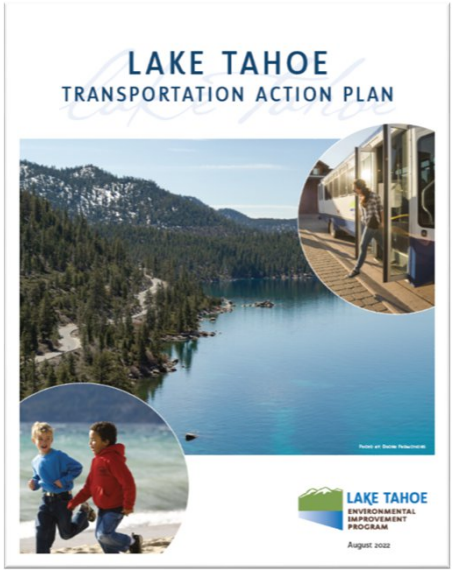
Shared Funding Commitment (7-7-7)

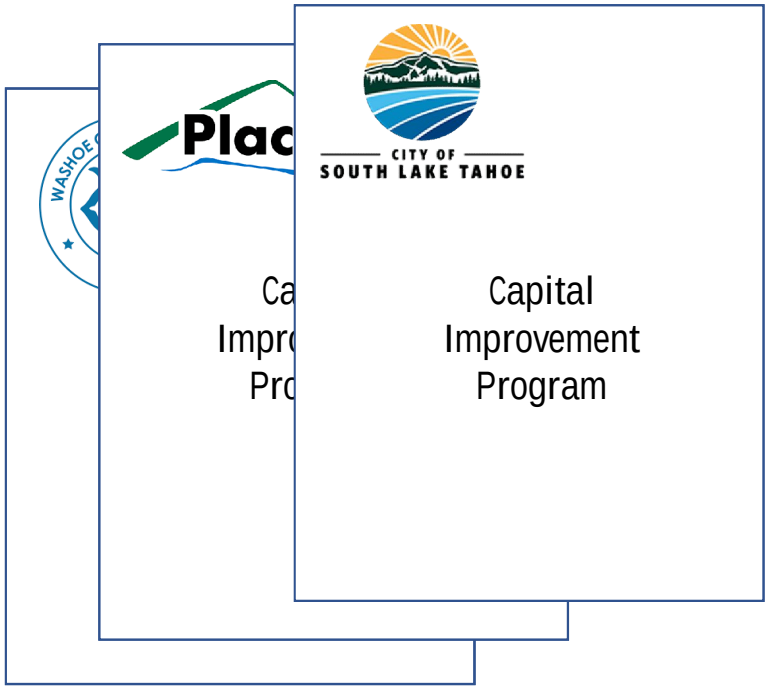




Transportation Implementation







20+ Year
Long-Range

Regional Priority
Projects

Local Implementation

Infrastructure Investment and Jobs Act (IIJA)

AKA Bi-partisan Infrastructure Legislation (BIL)

- Largest Federal investment in surface transportation infrastructure in history - **$567 billion**
- Reauthorizes and establishes new grant programs – Over **$100 billion** over five years – increase opportunities for MPOs and local governments
- Creates **new formula** programs to address the impacts of climate change and reduce carbon emissions from transportation
- Invests heavily in **electrification**
- Incentivizes **planning & coordination**

Moving Forward & Maintaining Momentum

- Working within local/private sector to fulfil the $7 million commitment
  - Local support of 7-7-7 approach
  - Ramp up for IIJA and State project applications
  - Secure Local match & leverage existing local investment
- Ongoing Regional Coordination of Implementation
  - Tahoe Transportation Implementation Committee (TTIC)
  - Sharing knowledge and success to advance the region
  - Coordinated State and Federal communications/education

City of South Lake Tahoe Project

Priority Projects

- Dennis T. Machida Memorial Trail – Herbert Ave to Van Sickle $14,500,000
- Park Avenue and Lakeshore Blvd Complete Streets $6,500,000
- Johnson Blvd Complete Streets Project $4,346,450
- Y-Mobility Hub $24,000,000
- Roadway/Trail Overlay & Rehabilitation $5,000,000

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 4

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the August 9, 2022 City Council and South Tahoe Joint Powers Financing Authority meeting minutes.

Requested Action / Suggested Motions: Pass a Motion approving the Regular City Council and South Tahoe Joint Powers Financing Authority meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:

Attachments:

08 09 2022 minutes.pdf

City of South Lake Tahoe
City Council and South Tahoe Joint Powers Financing Authority
Meeting Minutes
Tuesday, August 09, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Devin Middlebrook, Mayor
Cristi Creegan, Mayor Pro Tem
Cody Bass, Councilmember
John Friedrich, Councilmember
Tamara Wallace, Councilmember

Mission of the City Council
The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

Call to Order/Pledge of Allegiance
At 9:03 a.m. Mayor Middlebrook called the meeting to order. Middlebrook then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Middlebrook, Councilmembers Creegan, Friedrich and Wallace. Councilmember Bass was absent from the meeting until 2:45 p.m.

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

Closed Session Report June 7, 2022

Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
Case: Sophie Tetlow v. City of South Lake Tahoe, Workers' Compensation Appeals Board Case No. ADJ10112646
Action: Lawsuit was settled for $35,000 by Compromise and Release to Ms.Tetlow.

Closed Session Report August 9, 2022

Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
Case: Christopher Wildman v. City of South Lake Tahoe, Workers' Compensation Appeals Board Case Nos. ADJ14818866 and ADJ10106166
Action: No reportable action.

City Employee Recognition

1. **Swearing In Ceremony - Fire Chief**
   Action: The City Clerk administered the Oath of Office to Fire Chief Jim Drennan.

2. City Employee Recognitions

Action: The following employees were introduced to City Council: **Public Works** - Hans Bonnicksen and John Dickinson, **Fire Department** - Tom Kerley, **Police Departmen**t – Mathew Hazelet and Aaron Devine, **Parks and Recreation** - Justin Gomes, Daniel Youngblood and Adan Pulido.

Service Awards were presented to the following employees: **Police Department -** Jillian Gard for reaching 20 Years-Service, and Ashely Acker, Jenifer Canin and Timothy Peterson for reaching 5 Years-Service; **Development Services -** David Chapman for reaching 10 Years-Service; and **City Clerk Department -** Joanne McDonough for reaching 5 years-Service.

Public Communications

Public Comment was heard from the following people:

1. Bruce Fritz- neighbor dispute
2. Dan Brown, Lake Tahoe Veterans Alliance - Memorial, veterans and senior transportation services *material distributed
3. Sherry Eddy - unnecessary displays of LGBTQ
4. Name not provided - Fire Wise Community Montgomery Estates, fuel reduction, Fire Prevention Week
5. Seth Howard, Carpenters Union – local Union opportunities
6. Al Martinez, South Tahoe Fire Association - congratulations to Chief Drennan
7. Nancy Fagan – unnecessary displays of LGBTQ
8. Scott Robbins – workforce housing crisis
9. Ed Mosur – street striping, TID Business loan forgiveness
10. Colleen Bye– LGBTQ support

Written Comments were received from the following person:

11. Allen Miller – Toxic waste from cell towers
12. Linda Witters – Fire hazard conditions on Johnson Blvd.

City Commission Reports

None.

Presentations

3. Climate Action Plan Update and Civic Spark Fellow Close of Service

Action: Received and filed.

The following people addressed City Council

1. Jenny Hatch, Sierra Nevada Alliance
2. Zoe Kusnick, Civic Spark Fellow

Public Comment was heard from the following people:

3. Sherry Eddy
4. Patricia Sussman, 100% Renewable Committee
5. Nick Speal
6. Ed Mosur
7. Jackson Realo
8. Scott Robbins
9. LW
10. Colleen Bye
11. Nick Exline
12. Molly Armanino *written comment also received

Written Public Comment was received from the following people:

13. Bob Niedermeir
14. Meredith Anderson

Consent Agenda
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed Consent Agenda with noted recusals.

4. City Council Meeting Minutes
Action: Passed **Motion 2022-077** approving the June 7, 2022 Regular City Council meeting minutes and June 21, 2022 City Council and South Tahoe Redevelopment Successor Agency meeting minutes.

5. Revised Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Appropriation Limits
Action: 1) Passed **Resolution 2022-091** establishing the revised Appropriation Limit for Fiscal Year 2020-2021 in the amount of $83,178,448; and 2) Passed **Resolution 2022-092** establishing the revised Appropriation Limit for Fiscal Year 2021-2022 in the amount of $88,788,841, in compliance with Proposition 111.

6. Financial Policy Amendments to Procurement, Travel and Training, and Capital Investments Policies
Action: Passed **Resolution 2022-093** Approving Amendments to Financial Policies Regarding Procurement, Travel and Training, and Preserving Capital Investments.
Public Comment was heard from the following person:
1. Ed Mosur

7. Purchase of a Loader and Cut-Off Gates for City Snow Operations
Action: Passed **Resolution 2022-094** appropriating $454,295 from the Measure S Sales Tax fund and authorizing the purchase of one John Deere Loader (2021) from Pape Machinery, Inc. for $357,794.50 and eight (8) Bolt Type Henke Hi-Gate for Graders from Holt of California for $96,500.40 through Sourcewell Cooperative Purchasing Agreement for City Snow Operations
Public Comment was heard from the following person:
1. Nick Speal

8. Sole Source Purchase of a Vehicle from Champion Chevrolet
Action: Passed **Motion 2022-078** approving a sole source purchase and authorizing and directing the City Manager to sign a Purchase Order with Champion Chevrolet for $51,027.43 to purchase a 2023 Chevrolet Silverado for the Public Works Department.

9. Cost-Sharing Agreement with Tahoe Meadows for the Installation of LED Flashing Stop Signs
Action: (1) Passed **Resolution 2022-095** authorizing acceptance of $5000 from Tahoe Meadows for LED flashing stop signs; and (2) Pass a Motion authorizing and directing the Mayor to execute cost-sharing agreement **C-132-2022** with Tahoe Meadows for installation of LED flashing stop signs.
Public Comment was heard from the following people:
1. Ed Mosur
2. Nick Speal
3. Ron Yank, Tahoe Meadows

10. Lease Agreement with Tahoe Art League for Art Building
Note: Councilmember Creegan recused herself from this item due to financial interest in the area.
Action: Passed **Motion 2022-080** authorizing and directing the Mayor to execute Lease Agreement **C-133-2022** with Tahoe Art League for a 10-year term for use of the Art Building located at 3062 Lake Tahoe Boulevard.

11. Cannabis Community Benefit Grant Program Awards and Payment Authorization
Action: Passed **Motion 2022-081** authorizing and directing the City Manager to execute grant agreements in the amount of $50,000 with Tahoe Youth and Family Services **C-136-2022** and Tahoe Coalition for the Homeless **C-137-2022**, and issue payments to awardees for 2022 Community Benefit Grant Program.

12. Grant Application to California Public Utilities Commission for Broadband Technical Assistance Program
Action: Passed **Resolution 2022-096** authorizing submittal of a grant application to the California Public Utilities Commission for pre-construction expenses related to broadband deployment for an amount of $500,000.

13. Ordinance - Ballot Measure to Convert Existing Community Benefit Fee to Comparable Cannabis Business and Professions Tax (Second Reading)
Action: Passed **Ordinance 2022-1164** Amending Chapter 3.35 of Title 3 of the South Lake Tahoe City Code to Add Article III to Impose a Cannabis Business and Professions Tax Upon Approval By Voters.
Public Comment was heard from the following people:
1. Ed Mosur
2. Nick Speal
3. Scott Robbins

Note: Item 14 was moved to the end of the agenda.

Regular-Unfinished Business

15. Memorandum of Understanding with Lake Tahoe Unified School District (LTUSD) for Park Ranger Program
Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: 1) Passed **Motion 2022-082** authorizing the Mayor to Execute a Memorandum of Understanding with Lake Tahoe Unified School District (LTUSD) **C-138-2022** to support partial funding for the Park Ranger Program. 2) Passed **Resolution 2022-098** authorizing $67,000 reimbursement grant funding from LTUSD to fund a Park Ranger Coordinator Position.

16. Tahoe Valley Stormwater and Greenbelt Improvement Project Update and Request for Appropriation of Grant Matching Funds
Action: Moved/Seconded: Wallace/Friedrich
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: 1) Received status update on the Tahoe Valley Greenbelt Project; and 2) Passed **Resolution 2022-099** appropriating $706,442 in undesignated General Funds Reserves for the match required to secure $6.9 million in implementation grant funds from the State Water Resources Control Board for the Tahoe Valley Greenbelt and Storm Water Improvement Project.
Public Comment was heard from the following people:
1. Nick Speal, Lake Tahoe Bicycle Coalition
2. Steve Teshara

Written Comment was received from the following people:
3. Lake Tahoe Bicycle Coalition
4. Keep Tahoe Blue

17. American Rescue Plan Act of 2021 (ARPA) Funding Appropriations
Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Resolution 2022-100** authorizing transfer of remaining $2,654,997 in American Rescue Plan Act (ARPA) funding to the General Fund under the statutory category C, Revenue Loss, for the provision of government services.
Public Comment was heard from the following people:
1. David Gregorich, Parks and Recreation Commission
2. Nick Speal

Note: Item 18 was moved to the end of the agenda.

Regular-New Business

19. Citizen Appointments to Commissions and Boards – Building & Housing Board of Appeals
Action: Moved/Seconded: Friedrich/Wallace
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: City Council 1) Passed **Motion 2022-083** appointing Seth Howard to serve a 19-month term (expiring 2/2024) to the Building Board of Appeals.
The following person addressed City Council:
1. Seth Howard, Contractor

20. Road Rehabilitation Program Update
Action: Received and filed.
Public Comment was heard from the following people:
1. Ed Mosur
2. Sherry Eddy
3. Brandi Bannister

21. Purchase Order with SRM-Kodiak America, LLC for Snow Blower Repair
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Resolution 2022-102** appropriating $93,915.51, plus a 10% contingency for $9,391.50, from General Fund Undesignated Excess Reserves and authorizing, approving the sole source request, and authorizing and directing the City Manager to execute a Purchase Order with SRM-Kodiak, LLC for the repair of the Snow Blower.
Public Comment was heard from the following people:
1. Ed Mosur
2. Sherry Eddy

22. Agreement with California Governor's Office of Emergency Services for Use of a Type VI Fire Engine
Action: Moved/Seconded: Creegan/Wallace
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Motion 2022-084** authorizing and directing the Fire Chief to execute a Temporary Transfer Agreement **C-139-2022** with the California Governor's Office of Emergency Services (Cal OES) for a Type VI Engine.

23. ABC – Public Convenience or Necessity – Yosemite Axe Throwing

Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Middlebrook and Wallace
No: Friedrich
Absent: Bass
Action: Passed **Resolution 2022-103** Approving Issuance of a Letter of Public Convenience or Necessity (PCN) to the California Department of Alcoholic Beverage Control (ABC) for the Issuance of a Type 40 License for the Premises at 3979 Lake Tahoe Boulevard Unit #1 (Yosemite Axe Throwing), APN 029-083-016.
The following person addressed City Council:
1. Nate Hodges, owner

Public Comment was heard from the following people:
2. Sherry Eddy
3. Brandi Bannister

24. Review Policy for Publicly Visible Art on Private Property

Action: Moved/Seconded: Friedrich/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Resolution 2022-104** adopting a review policy for publicly visible art on private property and amending the master fee schedule to establish no fee for public murals and a $250 fee for all other publicly visible art.
Public Comment was heard from the following people:
1. Sharon Eddy
2. Stacey Ballard, Arts, Culture and Tourism Commission

25. Program Update and Potential Expansion/Modification of "Lease to Locals" Rental Incentive Grant Program

Action: Moved/Seconded: Friedrich/Wallace
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Motion 2022-085** directing staff to prepare an amendment to the Professional Services Agreement with Landing Locals for subsequent City Council approval to allow for continued administration of the program through 2023 and allocate the $214,000 that was set aside for a property management incentive grant to continue funding the existing program.
The following person addressed City Council:
1. Colin Frolich, Landing Locals

Public Comment was heard from the following people:
2. Ed Mosur
3. Scott Robbins
4. Brandi Bannister
5. Nick Speal

Written Comment was received from the following person:
6. Bill Louie

26. An Ordinance Amending City Code Chapter 3.45 (Purchasing) to clarify language regarding Bidding Process and Update Public Contract Procurement Thresholds (First Reading)
Action: Moved/Seconded: Wallace/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass
Action: Passed **Motion 2022-086** to Hold a First Reading (By Title Only) of an Ordinance amending Chapter 3.45 (Purchasing) of the South Lake Tahoe City Code to clarify language regarding bidding process and update Public Contract procurement thresholds, and refer to second reading for an adoption to the September 6, 2022, meeting.
Public Comment was heard from the following person:
1. Ed Mosur

Note: Councilmember Bass joined the meeting at 2:45 p.m.
Note: Councilmembers Creegan and Friedrich recused themselves from Items 14 and 18 due to property interest and left for the remainder of the meeting.

New Business - City Council and South Tahoe Joint Powers Financing Authority

18. Removal of Fire Station #1 and Police Station from 2016 Lease Revenue Bonds
Action: Moved/Seconded: Wallace/Bass
Yes: Bass, Middlebrook and Wallace
Recused (absent): Creegan and Friedrich
Action: 1) Acting as the City Council, Passed **Resolution 2022-101** authorizing the execution and delivery of documents in connection with the removal of certain properties under the Lease and the Sublease Relating to the South Tahoe Joint Powers Financing Authority Refunding Lease Revenue Bonds, 2016 Series A, and taking related actions; and 2) Acting as the South Tahoe Joint Powers Financing Authority, Passed **Resolution STJPFA Resolution 2022-002** authorizing the execution and delivery of documents in connection with the removal of certain properties under the Lease and the Sublease Relating to the Authority's Refunding Lease Revenue Bonds, 2016 Series A, and taking related actions.
T**he following person addressed City Council:**
1. Lolly Enriquez, RWG Law

Public Comment was heard from the following person:
2. Ed Mosur

Public Hearing - City Council and South Tahoe Joint Powers Financing Authority

14. Issuance of 2022 Lease Revenue Bonds Series A for the Multigenerational Recreation and Aquatic Center Construction Financing in an Amount Not to Exceed $52 Million
Action: Moved/Seconded: Wallace/Bass
Yes: Bass, Middlebrook and Wallace
Recused (absent): Creegan and Friedrich
Action: 1) Held a Public Hearing with the respect to the proposed issuance of bonds by the South Tahoe Joint Powers Financing Authority (Authority) to assist the City with financing the construction of the Recreation Center Complex; 2) Acting as the City Council, Passed **Resolution 2022-097** approving the issuance of the Authority Lease Revenue Bonds, 2022 Series A, and authorizing the City's execution and delivery of related documents and taking related actions; and, 3) Acting as the Authority, Passed **STJPFA Resolution 2022-001** authorizing the sale, issuance and delivery of Lease Revenue Bonds, 2022 Series A, and authorizing the execution and delivery of an indenture and other documents and taking related actions.
The following people addressed City Council:
1. Jamie Trejo, PFM Financial Advisors
2. Lolly Enriquez, RWG Law

Public Comment was heard from the following people:

3. Scott Robbins
4. David Gregorich, Parks and Recreation Commission

Agenda Planning Calendar

27. Agenda Planning Calendar

Action: Received.

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

City Clerk:

1. Election-Nomination period open until August 12 unless extended.

City Manager:

1. Lake Tahoe Unified School District Quarterly Safety meetings.
2. Pride Crosswalk

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

Councilmember Wallace:

1. Veterans Memorial (Middlebrook second)
2. Jeanette Tillman, South Tahoe Refuse SB 1383 Update (Middlebrook second)
3. Welcome Jason Vasquez, Conservancy Executive Director
4. Ameca Delegation visit
5. Cal Tahoe JPA Building Remodel
6. National Night Out
7. Congratulations to Chief Drennan
8. July 4th Parade
9. Documentary on local athletes, Chris Kosuris and Ryan Wallace

Mayor Middlebrook:

1. Multi-Cultural Festival – October 1st, Bijou Park
2. Upcoming JPA Recreation meeting
3. Ameca Delegation visit

Adjournment

At 3:24 p.m. Mayor Middlebrook adjourned the meeting.

_____ _____

Devin Middlebrook, 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

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 5

Agenda Item: Investment Portfolio Report - June 30, 2022

Executive Summary: In accordance with the City of South Lake Tahoe Financial Policies and State law, a quarterly investment report is hereby submitted to the members of the City Council. As of June 30, 2022, the City's total cash and investment balances across all funds is $98.4 million.

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431

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

Attachments:

01-Staff Report Investment Report June 22.docx
02-Operations Cash 06 30 2022.pdf
03-Fiscal Agent 06 30 2022.pdf
04-Graph 06 30 2022.pdf
05-Cash June 2022.pdf

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

Meeting Date: September 6, 2022

Title: Investment Portfolio Report as of June 30, 2022

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530)542-7431

Background: In accordance with the City of South Lake Tahoe Financial Policies and State law a quarterly investment report shall be submitted to the members of the City Council.

Issue and Discussion: The attached report for the period ending June 30, 2022, describes the type of investments, the issuers, the maturity dates, the par value and the market value. Total cash for operations and cash held by fiscal agents is $98,360,441.

Cash available for operations is $89,509,646. This includes Cash in Bank of $5,837,955 with the remaining amount in various investments diversified in accordance with the City's adopted Investment Policy. The total portfolio yield is 0.99%. Based on this report the City of South Lake Tahoe will be able to meet projected operating expenditures for the next six months.

Cash held by fiscal agents for debt service is $8,850,795. These investments comprise the reserves and other accounts held in trust for debt service, lease financing, and capital projects financed with debt.

Fund Type	Total Cash Balance	Operations Balance	Fiscal Agent Balance
Trust and Agency	$ 9,872,333	$ 4,198,590	$ 5,673,743
Special Revenue	$ 25,383,177	$ 25,383,177	-
General Fund	$ 27,866,826	$ 27,866,826	-
Internal Service	$ 6,573,572	$ 6,573,572	-
Debt Service	$ 2,297,742	$1,948,327	$ 349,415
Enterprise	$ 9,909,141	$ 7,081,504	$ 2,827,637
CIP	$ 16,457,650	$ 16,457,650	-
Grand Total	**$ 98,360,441**	**$ 89,509,646**	**$ 8,850,795**

The attached documents include investment terms that are defined below:

- Current yield – The investments annual income (interest or dividends) divided by the current price of the security.
- Weighted par – Weighting the price of each bond by the total price of the entire portfolio.
- Weighted yield – The current yield multiplied by the weighted par, provides the yield of the bonds in the portfolio.

Financial Implications: None.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: Consistent with City's Financial Policies.

CITY OF SOUTH LAKE TAHOE
OPERATIONS CASH INVESTMENT PORTFOLIO REPORT
AS OF JUNE 30, 2022

INVESTMENT TYPE	ISSUER	PAR VALUE	MARKET VALUE	CURRENT YIELD	WEIGHTED PAR	WEIGHTED YIELD	MATURITY DATE
Local Agency Investment Fund	State Treasurer	$ 72,414,942	$ 71,482,629	0.86%	80.9%	0.70%	N/A
Federal Home Loan Mtg Corp	Government Agency	$ 1,000,000	$ 1,000,435	2.10%	1.12%	0.02%	10/26/2022
Federal Home Loan Bank	Government Agency	$ 1,000,000	$ 924,916	1.00%	1.12%	0.01%	5/27/2026
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 922,782	1.50%	1.12%	0.02%	12/14/2026
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 977,535	1.67%	1.12%	0.02%	3/8/2024
Fed. Home Loan Bank	Government Agency	$ 1,000,000	$ 972,338	1.75%	1.12%	0.02%	3/29/2027
Federal Farm Credit Banks	Government Agency	$ 1,000,000	$ 988,837	3.11%	1.12%	0.03%	4/13/2026
Fed. Home Loan Banks	Government Agency	$ 2,000,000	$ 1,981,348	2.63%	2.23%	0.06%	2/26/2024
Fed. Home Loan Banks	Government Agency	$ 1,000,000	$ 993,008	2.50%	1.12%	0.03%	6/20/2025
Fed. Home Loan Banks	Government Agency	$ 1,000,000	$ 1,001,382	4.10%	1.12%	0.05%	6/30/2027
Certificate of Deposit	Amer Express Bank	$ 250,000	$ 250,306	2.30%	0.28%	0.01%	9/19/2022
Certificate of Deposit	Barclays bank/Delaware	$ 250,000	$ 248,043	2.85%	0.28%	0.01%	6/3/2024
Certificate of Deposit	Capital One NA	$ 250,000	$ 247,969	3.10%	0.28%	0.01%	6/2/2025
Certificate of Deposit	Capital One Bank (USA) NA	$ 250,000	$ 248,133	3.15%	0.28%	0.01%	6/2/2026
Certificate of Deposit	State Bank of India	$ 250,000	$ 248,394	3.30%	0.28%	0.01%	6/1/2027
Cash in Bank		$ 5,837,955	$ 5,837,955	N/A	6.52%	0.00%	
Petty Cash		$ 6,750	$ 6,750	N/A	0.01%	0.00%	
TOTAL		$ 89,509,646	$ 88,332,759			**0.99%**	**(Total Portfolio Yield)**

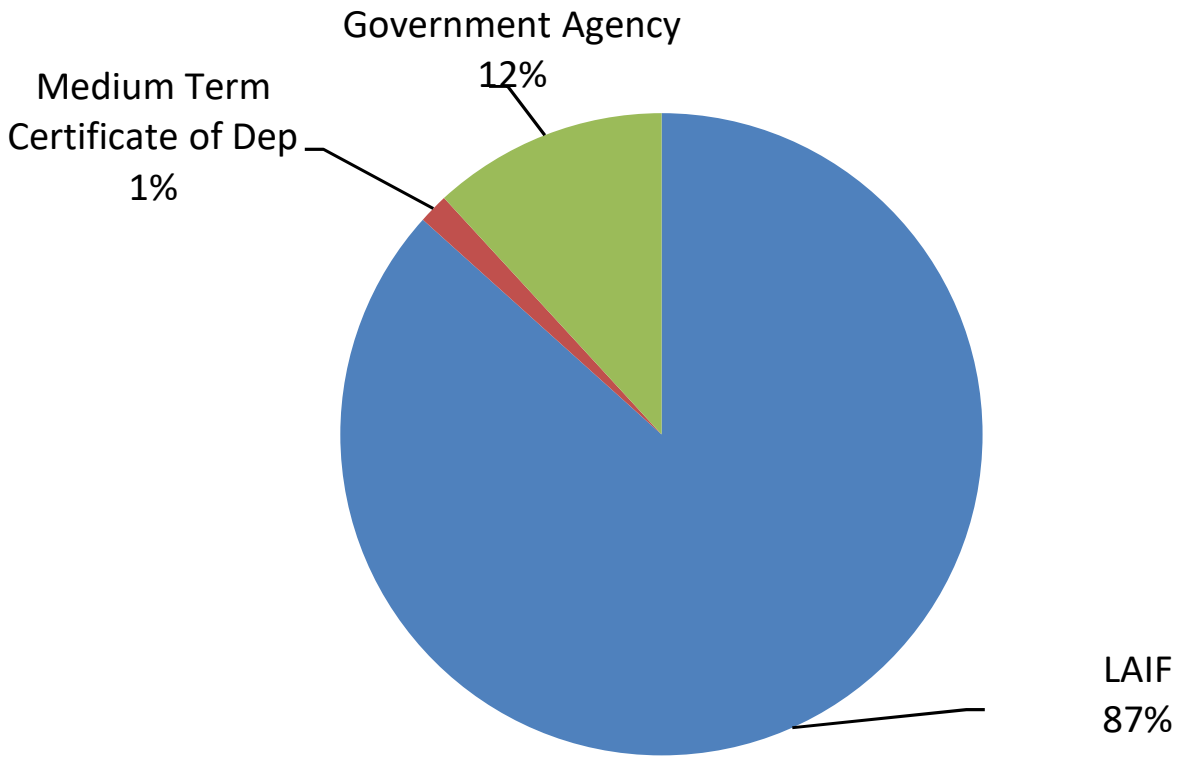
The Investment porfolio at June 30, 2022 is in compliance with the Investment Policy of the City of South Lake Tahoe. The City of South Lake Tahoe will be able to meet its projected expenditure requirements for the next six months. Valuation is based upon the State Treasurer's Office LAIF quarterly apportionment rates and US Bank Safekeeping.

CITY OF SOUTH LAKE TAHOE INVESTMENT REPORT
CASH AND INVESTMENTS HELD WITH FISCAL AGENTS
AS OF JUNE 30, 2022

BOND ISSUE ACCOUNT	INVESTMENT TYPE	ISSUER	COST VALUE	MARKET VALUE	CURRENT YIELD	MATURITY DATE
So Tahoe JPFA Ref Lease Rev Bonds 2016 A						
Revenue	Blackrock Treasury Trust	Bank of New York Mellon	25	25	1.12%	N/A
Revenue	Blackrock Treasury Trust	Bank of New York Mellon	2	2	1.05%	N/A
Reserve	Assured Guaranty Municipal	Bank of New York Mellon	-	2	0.00%	N/A
So Tahoe JPFA Parking Rev Bonds 2013						
Debt Service Reserve	Blackrock Treasury Trust	Bank of New York Mellon	572,598	572,598	1.10%	N/A
Refunding Account	Blackrock Treasury Trust	Bank of New York Mellon	74	74	1.10%	N/A
Debt Service Account	Blackrock Treasury Trust	Bank of New York Mellon	330,717	330,717	1.10%	N/A
Supplemental Reserve	Blackrock Treasury Trust	Bank of New York Mellon	1,924,248	1,924,248	1.10%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	0	0	0.00%	N/A
So Tahoe JPFA 2007 A						
Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	2,183	2,184	1.10%	N/A
So Tahoe JPFA Ref Rev Bonds 2014 A, 2015 A, 2017 A						
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	149	149	1.10%	N/A
So Tahoe JPFA (RPA 1) Reserve	Blackrock Treasury Trust	Bank of New York Mellon	5,114,590	5,114,590	1.10%	N/A
Successor Agency to the So Tahoe RDA, CFD 2001-1, Refdg Series 2015						
Special Tax	Blackrock Treasury Trust	Bank of New York Mellon	565	565	1.10%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	11,787	11,787	1.10%	N/A
Reserve	Blackrock Treasury Trust	Bank of New York Mellon	544,230	544,230	1.10%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	237	237	1.10%	N/A
City of South Lake Tahoe 2014 Pension Obligation Bonds						
Interest	Blackrock Treasury Trust	Bank of New York Mellon	929	929	1.10%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	109	109	1.10%	N/A
City of So Lake Tahoe 2012 COPS, Road Improvmt.						
Lease Payment Fund	First American Govt Obligation Fund/Money Mkt	US Bank	13,351	13,351	0.84%	N/A
Reserve Account	First American Govt Obligation Fund/Money Mkt	US Bank	334,996	334,996	0.84%	N/A
	TOTAL		8,850,792	8,850,795		

Valuation is based upon the valuations contained in the monthly statements provided by the trust departments of the fiscal agents.

City of South Lake Tahoe
Operations Cash Investment Portfolio
Market Value as June 30, 2022



CITY OF SOUTH LAKE TAHOE
CASH REPORT
JUNE 30, 2022

FUND #	FUND NAME	OPERATIONS CASH BALANCE	FISCAL AGENT CASH BALANCE	TOTAL CASH BALANCE	SUBTOTAL BY CATEGORY OPERATIONS	SUBTOTAL BY CATEGORY FISCAL AGENT	TOTAL CASH BALANCE
100	General Fund	28,499,677.07		$28,499,677.07			
102	Measure S - Sales Tax	(632,850.57)		($632,850.57)	$27,866,827	$0	$27,866,827
201	Gas Tax 2105	801,339.08		$801,339.08			
207	Snow Removal	670,187.37		$670,187.37			
208	Snow Removal - Equipment Replac	116,953.96		$116,953.96			
210	Vehicle Replacement	245,881.88		$245,881.88			
211	Police Vehicle Replacement	253,337.72		$253,337.72			
213	Fire Vehicle Replacement	(9,071.77)		($9,071.77)			
216	Transit Center	62,169.67		$62,169.67			
217	Arts Program	24,159.82		$24,159.82			
218	VHR Program	186,294.33		$186,294.33			
220	Parks and Recreation	12,751,272.20		$12,751,272.20			
221	Ice Arena	98,113.30		$98,113.30			
222	Fire Safety Sales Tax	281,736.73		$281,736.73			
223	Cannabis Program	1,564,857.23		$1,564,857.23			
224	PEG Programming	199,686.88		$199,686.88			
225	Tobacco Law Enforcement Grant	(32,712.59)		($32,712.59)			
229	DUI/Traffic Safety Grant	(4,031.47)		($4,031.47)			
230	Local Law Enforcement	1,994.32		$1,994.32			
231	AB3229 COPS	68,478.80		$68,478.80			
232	Safety Sales Tax	340,468.25		$340,468.25			
233	Forfeiture - State Fund	37,388.92		$37,388.92			
235	Forfeiture - Justice Fund	12,674.73		$12,674.73			
236	EMS - JPA	281,411.92		$281,411.92			
237	Boat Patrol - Grant	(49,566.44)		($49,566.44)			
238	Domestic Violence (DVRT) Grant	40,498.63		$40,498.63			
240	Solid Waste AB939	(9,895.42)		($9,895.42)			
241	Clean Community	18,856.56		$18,856.56			
242	Vehicle Abatement	133,812.32		$133,812.32			
243	Nuisance Abatement	164,007.22		$164,007.22			
244	Solid Waste JPA	1,185,436.68		$1,185,436.68			
245	Storm Water Mgmt/Sweeping	41,000.28		$41,000.28			
250	Hsng&ED - Work Force Housing	593,658.80		$593,658.80			
251	Hsng & Ed - Home	1,003,512.00		$1,003,512.00			
252	Hsng & Ed - CDBG	130,141.12		$130,141.12			
253	Hsng & Ed - Administration	282,586.50		$282,586.50			
255	CDBG Program Income Loans	96,409.77		$96,409.77			
256	CDBG Economic Development	(32,420.21)		($32,420.21)			
257	CDBG - ED Program Income	237.58		$237.58			
258	Calhome Loan Repayments	128,598.21		$128,598.21			
259	First Time Homebuyers Rev Loan	9,623.65		$9,623.65			
263	TOT Revenue Fund	2,624,625.43		$2,624,625.43			
264	Local Fiscal Recovery (ARPA)	0.00		$0.00			
270	General Plan/Community Plan	460,380.02		$460,380.02			
271	Building Permit Fees	75,705.05		$75,705.05			
280	Ski Run Business Improvement	1,561.10		$1,561.10			
281	Measure S Maintenance Fund	63,721.17		$63,721.17			
284	Measure S City Maintenance	283,925.27		$283,925.27			
285	Tourism Improvement District (TID)	184,170.54		$184,170.54	$25,383,177	$0	$25,383,177
301	City CIP	15,430,304.89		$15,430,304.89			
303	City CIP - Reg.Surf.Transp.Progr	193,442.63		$193,442.63			
306	Rehab Water Quality Projects	2,810.24		$2,810.24			
310	Long term Capital Replacement	399,869.03		$399,869.03			
320	Housing - CIP Projects	431,222.81		$431,222.81	$16,457,650	$0	$16,457,650
401	City Debt Service	1,948,326.73	349,414.45	$2,297,741.18	$1,948,327	$349,414	$2,297,741
501	Airport	2,837,179.99		$2,837,179.99			
510	Parking Management Bellamy	245,669.49		$245,669.49			
520	Parking Garage	3,422,069.89	2,827,637.10	$6,249,706.99			
550	Transit - Stage	576,585.60		$576,585.60	$7,081,505	$2,827,637	$9,909,142
601	Self Insurance - Health, Vision, Den	312,672.42		$312,672.42			
602	Self Insurance - Workers Comp	5,614,668.43		$5,614,668.43			
604	Payroll	620,053.39		$620,053.39			
605	Health Insurance Savings	26,177.50		$26,177.50	$6,573,572	$0	$6,573,572
701	Trust	917.00		$917.00			
707	Park Avenue CFD Fund	1,074,133.82	556,820.14	$1,630,953.96			
711	Bijou ECP CFD	164,820.78		$164,820.78			
712	Harrison Avenue CFD	93,143.37		$93,143.37			
725	RD Obligation Retirement Fund	2,857,586.72	5,116,923.08	$7,974,509.80			
751	Special Assessment District	4,572.00		$4,572.00			
762	Tahoe Transportation Authority	3,416.00		$3,416.00	$4,198,590	$5,673,743	$9,872,333
	Total Cash and Investments	$89,509,646.34	$8,850,794.77	$98,360,441.11	$89,509,646	$8,850,795	$98,360,441

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 6

Agenda Item: Fiscal Year 2022-2023 Investment Policy and Authority

Executive Summary: City Council will formally consider the City's formal Investment Policy, and reaffirm the use of this policy for fiscal year 2022-2023. California law requires all public agencies to annually present a formal investment policy to City Council approval. The fiscal year 2022-2023 policy is practically identical to the policy used in the prior year as there have been no changes to California State Law. The policy formally delegates investment authority to the City Treasurer, and grants the City Manager the formal authority to assign a second official (Finance Director) to perform investment management during absences of the City Treasurer. The policy prioritizes safety, liquidity, and then yield, and establishes various limits on the term, percentage of the City's portfolio authorized in various instruments, and caps on investments in various instruments, and prohibits certain types of investments deemed to carry greater risk. City staff presents a report on the status of the City's investments on a quarterly basis. The most recent, June 30, 2022 report is presented during this council meeting with the next report scheduled for November. The City's primary investment instrument is the Local Agency Investment Fund (LAIF), a California state pool (87% of the City's portfolio as of the quarter ended June 30, 2022). LAIF is highly liquid, safe, and typically generates a competitive yield (0.86% as of the end of the June 30, 2022 quarter). The City's other primary investment instruments are Government Agency funds and certificates of deposit.

Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the year October 1, 2022 to September 30, 2023.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431

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

Attachments:

01-Staff Report Investment Policy rv.docx
02-Resolution Investment Policy 2022_2023.docx
03-Investment Policy - 2022-2023 redline (Exh. A to Reso) rv.pdf
04-Investment Policy - 2022-2023 final rv.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 6, 2022

Title: Fiscal Year 2022-2023 Investment Policy

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431
David Olivo, City Treasurer (530) 541-1910

Description/Analysis

Background: California State Law requires all public agencies to reduce to writing the investment policy that is followed for investing agency funds.

In accordance with the City's adopted financial policies, the annual review of the investment policy has occurred and is complete.

Included in the Investment Policy is Attachment A which serves as a quick guide to permitted investments and the applicable guidelines. The guide serves as an easy reference to verify that investment purchases are made in accordance with the City Council adopted resolution, minimizing risk exposure while maximizing investment opportunities.

The most recent glossary of terms from the Association of Public Treasurers of the United States and Canada is provided for added clarification.

Issue and Discussion: Changes to the policy are as follows:

III. PRUDENT PERSON RULE – The old "Prudent Person Rule" language was updated to this new paragraph headed "Prudence" and accompanying updated paragraph: "The standard of prudence to be used shall…"

V. DELEGATION OF AUTHORITY – The California Government code that more accurately represents the City of South Lake Tahoe is Code Section 53607.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTION – Revise Part 1.6 -the new certification is from the Financial Industry Regulatory Authority.

IX. INVESTMENT POOLS/MUTUAL FUNDS – delete last two bullet points as they do not belong in this section – (Investments other than LAIF…) and (In the event the portfolio…).

XII. DIVERSIFICATION – The LAIF maximum investment changed from $65 million to $75 million.

ATTACHMENT A - The LAIF maximum investment changed from $65 million to $75 million. Government Security Mutual Funds maximum was corrected to 20% and per issuer was changed to 10% as allowed by California Government Code Section 53601.

GLOSSARY – Per GFOA guidance on March 9, 2021 Comprehensive Annual Financial Report should now read Annual Comprehensive Financial Report.

Financial Implications: None

Policy Implications: Updating the investment policy yearly ensures it is in compliance with California State law.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the fiscal year October 1, 2022 through September 30, 2023

BACKGROUND

A. In accordance with California law, the City has maintained a formal investment policy for many years.

B. City policy requires annual review and approval of the investment policy by the City Council.

C. The Fiscal Year 2022-2023 policy presented for Council review and approval is submitted with several changes which are explained in the staff report and are identified in the attached Exhibit A.

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

1. Hereby reconfirms and adopts the Fiscal Year 2022-2023 Investment Policy.

2. Delegates formal investment authority to the City Treasurer and the Finance Director (as designated by the City Manager, in the absence of the City Treasurer).

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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
Investment Policy
Fiscal Year ~~2021-2022~~2022-2023

I. POLICY

It is the policy of the City of South Lake Tahoe (City) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all financial assets of the City which are available for investment by the City's Treasurer. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

III. PRUDENCE~~T PERSON RULE~~

~~Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.~~

~~The standard of **prudence** to be used by city officials responsible for the investment of public funds shall be the "prudent investor" standard and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.~~The standard of prudence to be used shall be the "prudent person" standard (as cited in Probate Code Section 16040) and shall be applied in the context of managing the overall portfolio, not to a single item within a diversified portfolio. Investments shall be made with judgment and care (under circumstances then prevailing) which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

IV. OBJECTIVE

1. **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

2. **Liquidity**: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

3. **Yield on Investments**: The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code ~~53601~~53607. Management responsibility for the investment program is hereby delegated to the City Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the City Treasurer.

The City Manager shall designate an official to manage investments and designate a second official to perform investment management during absences of the primary designee. The City Manager shall insure that competent investment management is maintained and shall insure that, if both designated investment officials are replaced or are simultaneously absent, any temporary replacement(s) shall be closely supervised, and indoctrinated in the requirements of this Statement of Investment Policy, and given written investment procedures, regulating the authority to invest in maturities beyond six months by means of appropriate controls and restraining requirements. The City Manager shall authorize preparation and filing of documents with all financial institutions with which the City conducts investment activities certifying the names of those persons authorized to effect trades on behalf of the City.

1. Investment Procedures: The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, SIFMA master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal

financial/investment positions that could be related to the performance of the City.
All the City's employees who are listed on the City's Conflict of Interest Policy are required by the Fair Political Practices Commission to complete and file a Form 700 annually. All persons, broker/dealers, financial institutions and advisors providing investment services or bond issuance shall disclose to the Treasurer all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions or broker/dealers.

1. On an annual basis, the Treasurer shall recommend a list of at least three broker/dealers who are authorized to provide investment services. The list shall be approved by the City Council. All broker/dealers who wish to be considered for the list must meet the following minimum requirements;

    1.1 Must certify that they have read and agree to comply with the investment policies of the City.
    1.2 Must be a "primary" or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
    1.3 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
    1.4 Must have been in business for at least three years.
    1.5 Must provide current audited financial statements.
    1.6 Must provide proof of ~~National Association of Security Dealers certification.~~Financial Industry Regulatory Authority certification.

2. All financial institutions in which the City's public funds are deposited will supply the Treasurer with the following;

    2.1 Current audited financial statements.
    2.2 Depository contracts.
    2.3 Proof that the institution is State or Federally chartered.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City is empowered by statute to invest in the following types of securities: (see Section XII for a description of each investment type)

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.
2. Bankers' Acceptances.
3. Securities of the U.S. Government or its agencies.
4. Commercial Paper.
5. Medium-Term Corporate Notes.

6. Local Agency Investment Fund (State Pool) Demand Deposits, (LAIF).
7. Negotiable Certificates of Deposit.
8. Passbook Savings Account Demand Deposits.
9. Government Security Mutual Funds.
10. Bonds, Notes or California State and Local Agencies.

11. Bond proceeds may be invested as authorized by California Government Code 53601(m) but may also be invested in authorized investments as outlined in bond covenants and agreements.
12. Notes, Bonds and other securities of all fifty United States.
13. Supranationals

Prohibited Investments: The following investments are either prohibited by law or authorized by law and prohibited by the City Treasurer. Under Provisions of California Code 53601.6 the City shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity. Also, the City shall not invest in Reverse Repurchased Agreements and Mortgage Pass Through Securities.

IX. INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/funds is required prior to investing, and on a quarterly basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?
- ~~Investments other than LAIF not to exceed 5% of total City Portfolio~~
- ~~In the event the portfolio experiences a realized loss or investments fall out of compliance, the City Treasurer will notify the City Council immediately.~~

At this time there are no City investments in pools or mutual funds.

X. COLLATERIZATION

Collateralization will be required on two types of investments: certificates of deposit and sweep checking accounts. In order to anticipate market changes and provide a level of security

for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

The City chooses to limit collateral to the following: certificates of deposit and sweep checking accounting held by an independent third party with whom the entity has a current

custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Collateral for other investments must be 110% of principal for government securities. and 150% of principal for first mortgages.

XI. SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

XII. DIVERSIFICATION

The City will diversify its investments by security type and institution in order to reduce portfolio risk while maintaining market average rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated below.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will be directly invested in securities with a maturity of no more than five years from the date of purchase.

The City Treasurer may invest in the following types of Investment Instruments:

1. Certificate of Deposit: Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

2. Bankers' Acceptances: The maximum investment with any one institution will not exceed $1.0 million. The maximum maturity will be 180 days. The maximum proportion of City funds invested in Bankers' Acceptance shall not exceed 20% of the total City portfolio. Maximum 5% invested per issuer. (Note: California Government

Code allows a maximum of 40%).

3. Securities of the U.S. Government or its Agencies: Maximum maturity is five years and maximum investment is 50% of total City Portfolio.

4. Commercial Paper: Commercial paper will be used solely as a short-term investment not to exceed 270 days. Commercial paper will be of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally

recognized statistical-rating organization. $2,000,000 combined any issuer, maximum 25% of City portfolio.

5. Medium-Term Corporate Notes: The City may invest in medium-term corporate notes with a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

Notes shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service. The maximum proportion of City funds invested in Medium Term Corporate Notes shall not exceed 30% of the total City Portfolio.

6. Local Agency Investment Fund (State Pool): The investment with LAIF may not, by state regulation, exceed $~~65~~ 75 million. LAIF transactions, by LAIF guidelines, are not to exceed 15 per month.

7. Negotiable Certificates of Deposit: The maximum maturity is five years. The maximum investment is 30% of the total City Portfolio. Maximum 5% or $1,000,000 invested per issuer. Negotiable Certificates of Deposits (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

8. Passbook Savings Account Demand Deposits: This account shall be maintained solely for the following purposes:

a. Investment of amounts over $100,000.00 received too late in the day to invest in other instruments; or,

b. Investment of amounts under $100,000.00 for periods of up to ten working days in order to fine-tune cash flow and minimize LAIF transactions in a given month.

9. Government Security Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

10. Bonds, Notes or other evidences of indebtedness issue by the California State and Local Agencies: Bonds issued by the local agency, including bonds payable solely out of the revenues from revenue -producing property owned, controlled, or operated by California state or local agency, or by a department, board, agency, or authority of the local agency as authorized by California Government Code 53601 (a). Notes eligible for investment shall be rated in a category of "A" or its equivalent by two Nationally Recognized Rating Organizations.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 20% of the portfolio may be so invested.

11. Bond Proceeds: Section 53601 (m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In doing so, this section of the code recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

12. U.S. Treasury Notes and Bonds: Registered Treasury notes or bonds of all 50 United States including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of the state as authorized by California Government Code 53601 (c) and (d). Maximum maturity is five years and maximum investment is 50% of total City Portfolio.

13. Supranationals: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase.

CD maturities will normally not exceed five years. U.S. Government or Agency securities will not exceed five years. At least 50% of idle funds can be placed in investments which can be

liquidated for at least face value in the event of an emergency. The City uses LAIF for its idle funds to insure this requirement is met.

XIV. INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The Finance department shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include; control of collusion, separation of duties, separating transition authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and ethical standards.

XV. PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns above the market average rate of return as shown on the average CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

1. Investment Strategy: The City's investment strategy is to buy and hold investments until maturity. However, the Treasurer may sell a security due to adverse changes in credit risk or due to unexpected cash flow needs.

2. Market Yield (Benchmark): The basis used by the Treasurer to determine whether market yields are being achieved shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month, and 1-year Treasury Bills.

3. Review: The investment policy shall be reviewed at least annually by the City Manager and Finance Director and approved by the City Council to ensure its consistency with the overall objectives of safety (including diversification), liquidity and return, as well as its relevance to current law and financial/economic trends.

The City's philosophy prohibits speculation; i.e., the purchase of securities with the intent to profit from favorable changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited.

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

Periodic Reports – If any, the City Treasurer will provide a monthly transaction report ~~detailed reports~~ of ~~the~~all investments including any ~~in the~~ pooled investment fund portfolio ~~on a monthly basis~~ to the City Council, City Manager, Chief Financial Officer and City Clerk. Also, within thirty days of the end of each quarter~~–~~ a full report of the City's operational cash investment portfolio report will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report and shall include the source of this same valuation.

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Annual Report – This investment policy will be presented annually following the close of the fiscal year, to the City Council for approval.

Financial Statements per GASB #31 – City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

Financial Statements per GASB #40 – Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the ~~Comprehensive~~ Annual Comprehensive Financial Report (~~CAFR~~ACFR).

XVII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City's legislative authority. Per Government code, the policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

XVIII. GUIDELINES

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transactions: Every investment transaction must be authorized, documented and reviewed by the local agency Treasurer.

2. Pooled Cash: Whenever practical, local agency cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated to fund cash and investment balances.

3. Competitive Bids: Purchase and sale of securities should be made on the basis of competitive offers and bids when practical.

4. Cash Forecast: The cash flow for the local agency should be analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings shall be maintained within statutory limits imposed by the Investment Policy and California Government code. Any investments not listed are not subject to % limitations.

Bankers' Acceptance	40%	Code Section 53601 (f)
Commercial Paper	25%	Code Section 53601 (g)
Medium-Term Corporate Notes	30%	Code Section 53601 (j)
Negotiable Cert. Of Deposit	30%	Code Section 53601 (h)

6. Liquidity: The marketability (salability) of a security should be considered at the time of purchase as the security may have to be sold at a later date to meet unanticipated cash demand.

7. Long-Term Maturities: As a general rule, long-term maturities should not represent a significant percentage of the total portfolio, as the principal risk involved can outweigh the potential for higher earnings.

8. Authorized Broker/Dealers: Execute investment transactions with previously approved broker/dealers who have certified compliance with the City's investment policy.

9. Diversification: The portfolio should consist of a mix of various types of securities, issuers and maturities.

10. Annual Review: The investment portfolio will be reviewed yearly by the Treasurer, City Manager and Finance department representative.

11. Evaluation of Certificates of Deposit: The following items will govern the valuation:

a. Time Certificates of Deposit (TCD) are FDIC insured.

b. Negotiable Certificates of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

Attachment A:

~~**Attachment A:**~~

The City's specific permitted investment guidelines are summarized below. It should be noted that the City's permitted investments are more restrictive than the State guidelines.

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PERMITTED INSTRUMENTS	CITY GUIDELINES
Certificates of Deposits	5 years / 25% max / $250,000 max per issuer
Bankers Acceptances	180 days / 40% max / 5% per issuer/20% max per City Investment policy
Securities of the U.S. Government or its Agencies	5 years / 50% max
Commercial Paper	270 days / 25% max / 5% per issuer combined
Medium-Term Corporate Notes	5 years / 30% max / $2,000,000 combined any Issuer / max of 30% of portfolio
Local Agency Investment Fund (State Pool)	LAIF $~~65~~75,000,000 / no limit
Negotiable Certificates of Deposit	5 years / 30% max / lesser of 5% or $1,000,000 per issuer
Passbook Savings Account	10 days / investments under $100,000
Government Security Mutual Funds	~~15~~20% max / ~~5~~10% per issuer
Bonds, Notes issued by: California State and Local Agencies	5 years / 20% max / 5% per issuer
Bond Proceeds	See section XII - number 11
U.S. Treasuries Notes and Bonds	5 years / 50% of portfolio
Supranationals	5 years / 30% max / AA rated
Reverse Repurchase Agreements	Not allowed
Mortgage Pass Through Securities	Not allowed
Repurchase Agreements	Not allowed

Percentages of investment allocation and investment maximum limits apply at the time of purchase. The designated portfolio manager may at his/her discretion temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversification's guideline (more than 90 days) City council approval will be required.

The Investment Policy sets forth minimum credit ratings for each type of permitted security. These credit limits apply at the time of the initial purchase of the said security and a subsequent

change in rating status does not necessarily force the sale or disposition of the investment. In the event that the security is later downgraded below minimum required levels, the Treasurer and City staff will assess the risk exposure, make a decision on the course of action, and advise the City council.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of South Lake Tahoe. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS= ACCEPTANCES (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered for securities. (When you are selling securities, you ask for a bid.) See offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

~~**COMPREHENSIVE ANNUAL**~~**ANNUAL COMPREHENSIVE** ~~**FINANCIAL REPORT (CAFR)**: The official annual report for the City of South Lake Tahoe. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.~~

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon national amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.)

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit. FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve, also used to denote immediately available funds in the clearing sense. Fed Funds also used to refer to these funds.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum balance of $~~65~~75,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings.
The interest rates are competitive with other securities because of pooling the State's surplus cash with the surplus cash deposited. This creates a multi-billion-dollar money pool and allows diversified investments. In a high interest rate market, the City does better than LAIF, but in times of low interest rates, LAIF yields are higher. The City continually invests in the Local Agency Investment Fund.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer- lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserves most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security Abuyer@ in effect lends the Aseller@ money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing

bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See uniform net capital rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONALS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRARO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

City of South Lake Tahoe
Investment Policy
Fiscal Year 2022-2023

I. POLICY

It is the policy of the City of South Lake Tahoe (City) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all financial assets of the City which are available for investment by the City's Treasurer. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

III. PRUDENCE

The standard of prudence to be used shall be the "prudent person" standard (as cited in Probate Code Section 16040) and shall be applied in the context of managing the overall portfolio, not to a single item within a diversified portfolio. Investments shall be made with judgment and care (under circumstances then prevailing) which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

IV. OBJECTIVE

1. **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

2. **Liquidity**: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

3. **Yield on Investments**: The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles,

commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code 53607. Management responsibility for the investment program is hereby delegated to the City Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the City Treasurer.

The City Manager shall designate an official to manage investments and designate a second official to perform investment management during absences of the primary designee. The City Manager shall insure that competent investment management is maintained and shall insure that, if both designated investment officials are replaced or are simultaneously absent, any temporary replacement(s) shall be closely supervised, and indoctrinated in the requirements of this Statement of Investment Policy, and given written investment procedures, regulating the authority to invest in maturities beyond six months by means of appropriate controls and restraining requirements. The City Manager shall authorize preparation and filing of documents with all financial institutions with which the City conducts investment activities certifying the names of those persons authorized to effect trades on behalf of the City.

1. Investment Procedures: The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, SIFMA master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City. All the City's employees who are listed on the City's Conflict of Interest Policy are required by the Fair Political Practices Commission to complete and file a Form 700 annually. All persons, broker/dealers, financial institutions and advisors providing investment services or bond issuance shall disclose to the Treasurer all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial

institutions or broker/dealers.

1. On an annual basis, the Treasurer shall recommend a list of at least three broker/dealers who are authorized to provide investment services. The list shall be approved by the City Council. All broker/dealers who wish to be considered for the list must meet the following minimum requirements;

    1.1 Must certify that they have read and agree to comply with the investment policies of the City.
    1.2 Must be a "primary" or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
    1.3 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
    1.4 Must have been in business for at least three years.
    1.5 Must provide current audited financial statements.
    1.6 Must provide proof of Financial Industry Regulatory Authority certification.

2. All financial institutions in which the City's public funds are deposited will supply the Treasurer with the following;

    2.1 Current audited financial statements.
    2.2 Depository contracts.
    2.3 Proof that the institution is State or Federally chartered.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City is empowered by statute to invest in the following types of securities: (see Section XII for a description of each investment type)

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.
2. Bankers' Acceptances.
3. Securities of the U.S. Government or its agencies.
4. Commercial Paper.
5. Medium-Term Corporate Notes.
6. Local Agency Investment Fund (State Pool) Demand Deposits, (LAIF).
7. Negotiable Certificates of Deposit.
8. Passbook Savings Account Demand Deposits.
9. Government Security Mutual Funds.
10. Bonds, Notes or California State and Local Agencies.
11. Bond proceeds may be invested as authorized by California Government Code 53601(m) but may also be invested in authorized investments as outlined in bond covenants and agreements.
12. Notes, Bonds and other securities of all fifty United States.
13. Supranationals

Prohibited Investments: The following investments are either prohibited by law or

authorized by law and prohibited by the City Treasurer. Under Provisions of California Code 53601.6 the City shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity. Also, the City shall not invest in Reverse Repurchased Agreements and Mortgage Pass Through Securities.

IX. INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/funds is required prior to investing, and on a quarterly basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

At this time there are no City investments in pools or mutual funds.

X. COLLATERIZATION

Collateralization will be required on two types of investments: certificates of deposit and sweep checking accounts. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

The City chooses to limit collateral to the following: certificates of deposit and sweep checking accounting held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Collateral for other investments must be 110% of principal for government securities. and 150% of principal for first mortgages.

XI. SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the

Treasurer and evidenced by safekeeping receipts.

XII. DIVERSIFICATION

The City will diversify its investments by security type and institution in order to reduce portfolio risk while maintaining market average rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated below.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will be directly invested in securities with a maturity of no more than five years from the date of purchase.

The City Treasurer may invest in the following types of Investment Instruments:

1. Certificate of Deposit: Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

2. Bankers' Acceptances: The maximum investment with any one institution will not exceed $1.0 million. The maximum maturity will be 180 days. The maximum proportion of City funds invested in Bankers' Acceptance shall not exceed 20% of the total City portfolio. Maximum 5% invested per issuer. (Note: California Government Code allows a maximum of 40%).

3. Securities of the U.S. Government or its Agencies: Maximum maturity is five years and maximum investment is 50% of total City Portfolio.

4. Commercial Paper: Commercial paper will be used solely as a short-term investment not to exceed 270 days. Commercial paper will be of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. $2,000,000 combined any issuer, maximum 25% of City portfolio.

5. Medium-Term Corporate Notes: The City may invest in medium-term corporate notes with a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

Notes shall be rated in a rating category of "A" or its equivalent or better by a nationally

recognized rating service. The maximum proportion of City funds invested in Medium Term Corporate Notes shall not exceed 30% of the total City Portfolio.

6. Local Agency Investment Fund (State Pool): The investment with LAIF may not, by state regulation, exceed $75 million. LAIF transactions, by LAIF guidelines, are not to exceed 15 per month.

7. Negotiable Certificates of Deposit: The maximum maturity is five years. The maximum investment is 30% of the total City Portfolio. Maximum 5% or $1,000,000 invested per issuer. Negotiable Certificates of Deposits (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

8. Passbook Savings Account Demand Deposits: This account shall be maintained solely for the following purposes:

a. Investment of amounts over $100,000.00 received too late in the day to invest in other instruments; or,

b. Investment of amounts under $100,000.00 for periods of up to ten working days in order to fine-tune cash flow and minimize LAIF transactions in a given month.

9. Government Security Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

10. Bonds, Notes or other evidences of indebtedness issue by the California State and Local Agencies: Bonds issued by the local agency, including bonds payable solely out of the revenues from revenue -producing property owned, controlled, or operated by California state or local agency, or by a department, board, agency, or authority of the local agency as authorized by California Government Code 53601 (a). Notes eligible for investment shall be rated in a category of "A" or its equivalent by two Nationally Recognized Rating Organizations.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 20% of the portfolio may be so invested.

11. Bond Proceeds: Section 53601 (m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In doing so, this section of the code

recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

12. U.S. Treasury Notes and Bonds: Registered Treasury notes or bonds of all 50 United States including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of the state as authorized by California Government Code 53601 (c) and (d). Maximum maturity is five years and maximum investment is 50% of total City Portfolio.

13. Supranationals: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase.

CD maturities will normally not exceed five years. U.S. Government or Agency securities will not exceed five years. At least 50% of idle funds can be placed in investments which can be liquidated for at least face value in the event of an emergency. The City uses LAIF for its idle funds to insure this requirement is met.

XIV. INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The Finance department shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include; control of collusion, separation of duties, separating transition authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of

transactions and strategies, and ethical standards.

XV. PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns above the market average rate of return as shown on the average CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

1. Investment Strategy: The City's investment strategy is to buy and hold investments until maturity. However, the Treasurer may sell a security due to adverse changes in credit risk or due to unexpected cash flow needs.

2. Market Yield (Benchmark): The basis used by the Treasurer to determine whether market yields are being achieved shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month, and 1-year Treasury Bills.

3. Review: The investment policy shall be reviewed at least annually by the City Manager and Finance Director and approved by the City Council to ensure its consistency with the overall objectives of safety (including diversification), liquidity and return, as well as its relevance to current law and financial/economic trends.

The City's philosophy prohibits speculation; i.e., the purchase of securities with the intent to profit from favorable changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited.

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

Periodic Reports – If any, the City Treasurer will provide a monthly transaction report of all investments including any pooled investment fund portfolio to the City Council, City Manager, Chief Financial Officer and City Clerk. Also, within thirty days of the end of each quarter a full report of the City's operational cash investment portfolio report will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report and shall include the source of this same valuation.

Annual Report – This investment policy will be presented annually following the close of the fiscal year, to the City Council for approval.

Financial Statements per GASB #31 – City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

Financial Statements per GASB #40 – Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Annual Comprehensive Financial Report (ACFR).

XVII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City's legislative authority. Per Government code, the policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

XVIII. GUIDELINES

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transactions: Every investment transaction must be authorized, documented and reviewed by the local agency Treasurer.

2. Pooled Cash: Whenever practical, local agency cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated to fund cash and investment balances.

3. Competitive Bids: Purchase and sale of securities should be made on the basis of competitive offers and bids when practical.

4. Cash Forecast: The cash flow for the local agency should be analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings shall be maintained within statutory limits imposed by the Investment Policy and California Government code. Any investments not listed are not subject to % limitations.

Bankers' Acceptance	40%	Code Section 53601 (f)
Commercial Paper	25%	Code Section 53601 (g)
Medium-Term Corporate Notes	30%	Code Section 53601 (j)
Negotiable Cert. Of Deposit	30%	Code Section 53601 (h)

6. Liquidity: The marketability (salability) of a security should be considered at the time of purchase as the security may have to be sold at a later date to meet unanticipated cash demand.

7. Long-Term Maturities: As a general rule, long-term maturities should not represent a significant percentage of the total portfolio, as the principal risk involved can outweigh the potential for higher earnings.

8. Authorized Broker/Dealers: Execute investment transactions with previously approved broker/dealers who have certified compliance with the City's investment policy.

9. Diversification: The portfolio should consist of a mix of various types of securities, issuers and maturities.

10. Annual Review: The investment portfolio will be reviewed yearly by the Treasurer, City Manager and Finance department representative.

11. Evaluation of Certificates of Deposit: The following items will govern the valuation:

a. Time Certificates of Deposit (TCD) are FDIC insured.

b. Negotiable Certificates of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

Attachment A:

The City's specific permitted investment guidelines are summarized below. It should be noted that the City's permitted investments are more restrictive than the State guidelines.

PERMITTED INSTRUMENTS	CITY GUIDELINES
Certificates of Deposits	5 years / 25% max / $250,000 max per issuer
Bankers Acceptances	180 days / 40% max / 5% per issuer/20% max per City Investment policy
Securities of the U.S. Government or its Agencies	5 years / 50% max
Commercial Paper	270 days / 25% max / 5% per issuer combined
Medium-Term Corporate Notes	5 years / 30% max / $2,000,000 combined any Issuer / max of 30% of portfolio
Local Agency Investment Fund (State Pool)	LAIF $75,000,000 / no limit
Negotiable Certificates of Deposit	5 years / 30% max / lesser of 5% or $1,000,000 per issuer
Passbook Savings Account	10 days / investments under $100,000
Government Security Mutual Funds	20% max / 10% per issuer
Bonds, Notes issued by: California State and Local Agencies	5 years / 20% max / 5% per issuer
Bond Proceeds	See section XII - number 11
U.S. Treasuries Notes and Bonds	5 years / 50% of portfolio
Supranationals	5 years / 30% max / AA rated
Reverse Repurchase Agreements	Not allowed
Mortgage Pass Through Securities	Not allowed
Repurchase Agreements	Not allowed

Percentages of investment allocation and investment maximum limits apply at the time of purchase. The designated portfolio manager may at his/her discretion temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversification's guideline (more than 90 days) City council approval will be required.

The Investment Policy sets forth minimum credit ratings for each type of permitted security. These credit limits apply at the time of the initial purchase of the said security and a subsequent change in rating status does not necessarily force the sale or disposition of the investment. In the event that the security is later downgraded below minimum required levels, the Treasurer and City staff will assess the risk exposure, make a decision on the course of action, and advise the City council.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of South Lake Tahoe. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS ACCEPTANCES (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered for securities. (When you are selling securities, you ask for a bid.) See offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon national amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.)

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit. FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve, also used to denote immediately available funds in the clearing sense. Fed Funds also used to refer to these funds.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):

Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum balance of $75,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings. The interest rates are competitive with other securities because of pooling the State's surplus cash with the surplus cash deposited. This creates a multi-billion-dollar money pool and allows diversified investments. In a high interest rate market, the City does better than LAIF, but in times of low interest rates, LAIF yields are higher. The City continually invests in the Local Agency Investment Fund.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer- lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserves most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and

Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security Abuyer@ in effect lends the Aseller@ money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-l: See uniform net capital rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONALS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRARO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 7

Agenda Item: Fiscal Year 2021-22 Quarterly Financial Status Report - Quarter Ending June 2022

Executive Summary: In accordance with the City's Financial Policies, the Finance Department submits reports to City Council on a periodic basis to provide assurance of budget compliance and for informational and comparative purposes. Attachment 2, "FY 2021/22 Quarterly Budget and Financial Status Report for Period Ending June 30, 2022" summarizes operating revenues and operating expenditures (unaudited figures) for the General Fund and Measure S Sales Tax Fund for the year-to-date providing an analysis of any significant budget variances.

Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Andrew Black, Financial Services Supervisor

Responsible Staff Member: Andrew Black, Financial Services Supervisor, (530) 542-6016

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

Attachments:

01-Staff Report - Financial Status Report.docx
02-FY 2021-22 Qtrly Budget Report June 2022.pdf

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

Meeting Date: September 6, 2022

Title: Fiscal Year 2021/22 Quarter End Financial Status Report as of June 2022

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance, (530) 542-7431; Andrew Black, Financial Services Supervisor, (530) 542-6016

Background: The Finance Department submits quarterly reports to City Council to provide assurance of budget compliance and for informational and comparative purposes throughout the year. Attachment 2, "FY *2021/22 Quarterly Budget and Financial Status Report for Period Ending June 30, 2022"* is an unaudited snapshot of year-to-date actual revenues and expenditures for the General Fund for that period.

Issue and Discussion: At the end of June 2022 with 75.0% of the year complete, actual General Fund revenues were at 72.3% of the amended budget, while expenditures were at 62.7% of appropriations. All departmental expenditures were below the 75.0% threshold allocated to the first three quarters of the fiscal year.

See Attachment 2 for further analysis.

Financial Implications: At June 30, 2022, or after the first nine months of the fiscal year, actual General Fund revenues exceeded expenditures by $0.3 million. This net revenue can be attributed to a strong performance in Property Tax revenue that met and marginally exceeded its total budget for the fiscal year (before clean-up payment), accounting for 25.4% of total General Fund revenue received to date. Property tax revenue exceeded last year's receipts for the same time frame by $478K or 5.5%. City Transient Occupancy Tax (TOT) and Sales Tax, the City's other two primary revenue sources, were below last fiscal year by 2.6% and 0.7% respectively. The City TOT decrease of $1.0m is primarily due to the Measure T VHR ban impact. It was partially offset by a $0.8m increase in the Project area TOT. Nonetheless, both, total TOT and Sales tax revenues are expected to meet their budget projections for this fiscal year. Overall, General Fund revenues were approximately $2.6 million higher than the same period last year due to a strong revenue performance in several other revenue categories, in addition to the Property tax. This increase is also attributed to a transfer in of American Rescue Plan Act (ARPA) funding totaling $1.1 million. On the expenditure side, all departments expended less than 75% of their total budget for the current fiscal year.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases of supplies)

Policy Implications: Consistent with City's Financial Policies

CITY OF SOUTH LAKE TAHOE
2021-22 QUARTERLY FINANCIAL REPORT
3rd QUARTER ENDING JUNE 30, 2022

This report summarizes the City's financial position for the General Fund for Fiscal Year 2021-22 displaying expenditures at the department level and revenues by type. It compares actual revenues and expenditures received through June 2022 to the total budget.

General Fund Financial Condition

As of June 30th, with 75% of the year complete, General Fund revenues are at 72.3% of projections and expenditures are at 62.7% of appropriations.

Revenues by Type	Total Budget as of June 30	Actuals through June 30	As % of Budget
Property Tax	$ 9,175,180	$ 9,186,868	100.1%
Transient Occupancy Tax	10,227,113	5,021,591	49.1%
Transient Occupancy Tax - Project Area	6,742,177	4,183,282	62.0%
Sales Tax	6,300,650	4,027,504	63.9%
Measure Q	3,192,325	2,225,850	69.7%
Motor Vehicle License Fees (MVLF)	2,285,000	2,534,976	110.9%
Franchise Taxes	1,500,000	1,194,314	79.6%
Business License Tax	1,647,000	853,770	51.8%
Finance - Other Revenues	1,072,050	904,335	84.4%
General Government	309,070	7,395	2.4%
Police	1,514,552	1,110,975	73.4%
Fire	1,644,693	840,841	51.1%
Public Works	463,300	438,741	94.7%
Development Services	1,548,003	1,930,345	124.7%
Parks and Recreation	1,205,400	488,058	40.5%
Transfers In	70,000	70,000	100.0%
Miscellaneous General Fund	1,086,002	1,108,263	102.0%
REVENUES TOTAL	$ 49,982,515	$ 36,127,109	72.3%

Revenues. The top three revenues, Property Tax, City Transient Occupancy Tax (TOT), and Sales Tax generated 56.6% of the total $36.1 million General Fund revenues collected through June 30th.

Property Tax and Motor Vehicle License Fees (MVLF) received through June 30, 2022 reflect two major installments for the current year. Their positive performance compared to the same period last year (an increase of 5.5% and 5.2% respectively) resulted in those revenues meeting or exceeding their total budgets for the year.

Total TOT collected comprised 54.2% of its total budget as of June 2022. TOT receipts, including TOT from the Project area, but excluding TOT audits, were $244K or 2.6% below last year. Approximately $250K of TOT receipts were delinquent as of June 2022 resulting in a revenue decrease compared to last year.

Sales tax and Measure Q revenues were at 63.9% and 69.7% of their total respective budgets at June 30th, and combined were $44K below last year. Decreases in Sales Tax and TOT revenue described earlier could be attributed to slight decline of tourist activity in town compared to Spring 2021.

Overall, revenues were $2.6 million higher than last year. Of this increase, $1.1 million is attributed to the revenue from the American Rescue Plan Act (ARPA) transferred to the General Fund through June 30th. Building and Planning Fees collected already exceeded their total budget by $382K and were $566K above last year's for the same time period. Positive performance in other departmental revenues such as increases in Parks and Recreation ($218K), Police revenue ($202K), and an increase in Real Property Transfer Tax ($335K) reported under Finance-Other Revenues also contributed to the overall revenue increase compared to the first three quarters of last year.

Expenditures. Of the $35.8 million in total actual expenditures through June 30th, approximately $19.6 million or 54.8% of total expended is personnel expense representing 20 payroll periods, or 74.1% of periods for the year. Out of the remaining 45.2% or approximately $16.2 million of actual expenditures, $10.5 million is attributed to transfers-out,

$1.8 million to professional, technical and other contract services, $1.8 million to miscellaneous general expense including taxes and fees, travel and training, communications etc., $0.8 million to purchases of tools, parts, software, machinery and equipment, and the remaining $1.3 million to utilities, general supplies and other miscellaneous expense.

Expenditures by Department	Total Budget as of June 30	Actuals through June 30	As % of Budget
General Government	$ 4,679,763	$ 2,336,623	49.9%
Finance	2,535,290	1,864,285	73.5%
Miscellaneous General Fund	17,295,200	12,043,875	69.6%
Police	13,058,507	7,639,546	58.5%
Fire	9,945,125	5,855,029	58.9%
Public Works	4,009,353	2,950,081	73.6%
Development Services	2,176,898	1,269,355	58.3%
Parks and Recreation	3,402,639	1,846,400	54.3%
EXPENDITURES TOTAL	**$ 57,102,775**	**$ 35,805,194**	**62.7%**

All departments expended less than 75% of the budget allocated to the first three quarters. The annual payment of the CalPERS Unfunded Accrued Liability (UAL) was made in July 2022 ($6.2 million General Fund portion) and will greatly impact the percentage of actual expenditures to total budget in the final quarter of FY 2021-22.

The overall expenditures exceeded last year's first three quarters actuals by 11.6% or approximately $3.7 million. This increase is primarily attributed to several increases in transfers out, such as those to the City's Debt Service fund ($517K), City CIP ($298K), TOT Trust Fund ($200K), Airport ($195K), and Ice Arena ($180K), and is also attributed to several new transfers out, such as those to the Housing Fund ($310K), VHR Program ($375K), and Community/General Plan ($250K) most of which were approved during mid-year.

Measure S Sales Tax General Fund

Measure S, a 1% city-wide sales and use tax, went into effect on April 1, 2021. In FY 2021/22 budget, this revenue is projected to generate approximately $6.4 million.

Measure S Sales Tax	Total Budget as of June 30	Actuals through June 30	As % of Budget
REVENUES			
Measure S Sales Tax	$ 6,440,000	$ 4,484,563	69.6%
REVENUES TOTAL	**$ 6,440,000**	**$ 4,484,563**	**69.6%**
EXPENDITURES and FINANCING USES			
Transfer out for:			
PAYGO - Communications System	1,860,920	1,860,920	100.0%
Financing - Communications System	554,643	554,643	100.0%
Fire Station II Rehabilitation	500,000	500,000	100.0%
Fire Station II Staffing	396,010	-	0.0%
Fire Marshall postion (50%) & vehicle	171,000	90,000	52.6%
Stromwater Management Program	50,000	50,000	100.0%
Road Reconstruction	2,500,000	2,500,000	100.0%
Vehicle and Equipment Replacement	500,000	500,000	100.0%
EXPENDITURES TOTAL	**$ 6,532,573**	**$ 6,055,563**	**92.7%**

Revenues. The City received Measure S Sales Tax totaling $4.5 million as of June 30th, 2022.

Expenditures. During the FY 21/22 budget adoption, City Council allocated the majority of the projected annual revenue to several projects, including the emergency communications system for Fire, Police, and Public Works (partially financed by a lease/purchase agreement), Fire Station II staffing and rehabilitation, Stormwater management, annual road reconstruction, and vehicle/equipment replacement. As of June 30th, $6.1 million has been transferred out to these projects and programs.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 8

Agenda Item: Ordinance - Amending City Code Chapter 3.45 (Purchasing) to Clarify Language Regarding Bidding Process and Update Public Contract Procurement Thresholds (Second Reading)

Executive Summary: On August 9, 2022, the City Council held a first reading of this ordinance and set the second reading for this meeting. Updates to the Purchasing Ordinance are proposed to increase the public contract thresholds consistent with state law, as well as to amend sections regarding bid protests and informal bidding, and other minor updates consistent with state law and best practices.

Requested Action / Suggested Motions: Pass an Ordinance amending Chapter 3.45 (Purchasing) of the South Lake Tahoe City Code to clarify language regarding the bidding process and update public contract procurement thresholds.
Responsible Staff Member: Lori Marino, Principal Management Analyst

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542-7410

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

Attachments:

01-Staff Report - Ordinance Purchasing Amendments.docx
02-Ordinance - Amending Chapter 3.45 Purchasing.docx
03-CSLT City Code Purchasing Chapter 3 Redline.pdf
04-Notice of Publication Amending Chapter 3.45 (Purchasing).pdf

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

Meeting Date: September 6, 2022

Title: An Ordinance Amending City Code Chapter 3.45 (Purchasing) to clarify language regarding bidding process and update Public Contract procurement thresholds (second reading)

Location: Citywide

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542- 7410

Background: The City Council adopted a comprehensive new Purchasing code to include and adopt the California Uniform Public Construction Cost Accounting Act (CUPCCAA) on April 1, 2014. CUPCCAA is a voluntary streamlined, public project procurement program, in which to use it, the City is required to adopt an ordinance setting forth its procedures for formal and informal bidding and adopt a resolution to become part of the CUPPCAA. These procedures and procurement thresholds have been in the City Code, Purchasing- title 3.45 Article II, since approval in 2014. The threshold limits determining Formal versus Informal bidding are established by the State of California and are adjusted periodically. Adjustments are permitted as necessary in the City Code. Since other minor clarifications are being made to City Code 3.45, the threshold limits can be updated and clarified as well.

Issue and Discussion: This is a second reading and consideration for final adoption of the proposed updates to section 3.45 of the City Code as follows:

- Section 3.45.020 Formal competitive bidding, subsection E. Bid Protests: Clarify the type of Bids subject to Bid Protests. Bid protests are permissible for Bid awards, not RFP or Concessionaire awards.

- Section 3.45.030 Informal Bidding, subsection C: Clarify the evaluation criteria in an award for Professional Services Agreements (PSA). A PSA is awarded a contract based solely upon evaluation of the qualifications held by responsible bidders, as opposed to the lowest responsible quote required with a BID award.

- Section 3.45.110 Director of public works authority: Increase thresholds from $45,000 to $60,000 and from $175,000 to $200,000 for public projects contracts per the State Uniform Public Construction Cost Accounting Legislative Act.

- Section 3.45.120 Formal competitive bidding and Section 3.45.130 Informal bidding: Increase thresholds from $175,000 to $200,000 for public projects subject to formal competitive bidding.

- Section 3.45.210: Remove Blanket Purchase Orders, which are no longer utilized within the City, as staff uses Cal Card procurement cards for most small purchases.

Financial Implications: City Code along with 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 Amendments are exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review.

Policy Implications: Applicable adopted policies include:
Finance Policy – Procurement Policy and Procedures

Ordinance 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Amending Chapter 3.45-Purchasing of the South Lake Tahoe City Code to clarify language regarding Bidding Process and update Public Contract procurement thresholds.

FINDINGS

A. The City Council previously adopted regulations, policies, and procedures associated with making the City's purchase of materials, supplies, equipment, nonpublic and public projects.

B. Section 3.45.020 E. Bid Protests proposes to clarify the type of Bids subject to Bid Protests. Bid protests are permissible for Bid awards. Request for Proposals or Concessionaire awards are not based on quantitative bids; they are awarded based on qualifications and are not subject to Bid Protests.

C. Section 3.45.030 Informal Bidding, C, proposes to clarify the evaluation criteria in awarding a Professional Services Agreements (PSA). A PSA is awarded based solely upon evaluation of the qualifications held by responsible bidders, as opposed to the lowest responsible quote required with a BID award.

D. Article II, Public Contracts and the Uniform Public Construction Cost Accounting Act, sections 3.45.110 and 3.45.120, propose increases to the bidding thresholds per the established State of California thresholds.

E. Section 3.45.210 proposes to remove Blanket Purchase Orders which are no longer used within the City. City issued Cal Card procurement cards are used for most small purchases, eliminating the need for Blanket Purchase Orders.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Chapter 3.45 of Title 3 of the South Lake Tahoe City Code is hereby adopted to read as follows:

Article I. Purchasing of Materials, Supplies, Equipment, and Nonpublic Projects
3.45.020 Formal competitive bidding.

Where the cost of materials, supplies, equipment and services for nonpublic projects equals or exceeds a sum set forth by separate resolution of the city council, the city manager shall require that a formal competitive bidding process be used by advertising on PlanetBids or another medium of similar scope and circulation. Where the cost of materials, supplies, equipment and services for nonpublic projects is less than the sum set forth by separate resolution of the city council, the city may select a contractor, supplier or provider without using a formal competitive bidding process. The

city manager shall implement procedures for formal competitive bidding. Such procedures shall include the following guidelines:

A. Invitations to Bid, RFPs, and RFQs. Invitations to bid, requests for proposals (RFP) and requests for qualifications (RFQ) shall include specifications that describe the material, supplies, equipment and services for nonpublic projects with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

B. Bid Opening. A bid opening will occur at a time and place noticed in the invitation to bid, RFP or RFQ.

C. Award of Contracts. Contracts for materials, supplies, equipment and services for nonpublic projects shall be awarded to the lowest qualified responsible bidder with the following exception: Where a contract is for professional services, the city is authorized to award contracts based solely upon evaluation of the qualifications held by responsible bidders.

D. Waiver of Defects and Technicalities. The city may waive defects and technicalities when to do so would be in the best interests of the city.

E. Bid Protests.

1. A nonselected bidder may protest award of an Invitation to Bid 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. A nonselected proposer may not protest the award of a Professional Service or Concessionaire Agreement.

2. 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.

3. 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.

F. Local Business Preference. 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.

G. Bidder's Security. When deemed necessary, bidders' 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 10 days after receipt of the contract.

3.45.030 Informal bidding.

Where the cost of materials, supplies, equipment and services for nonpublic projects is less than a sum set forth by separate resolution of the city council, the city manager shall require that an informal bidding process be used. The city manager shall implement procedures for informal bidding. Such procedures shall include the following guidelines:

A. The city manager or his or her designee shall obtain three quotes for the materials, supplies, equipment or services for nonpublic projects; documentation of said quotes shall be submitted to the finance department.

B. Though the quotes need not be submitted to the city in writing, for each quote received, the city manager or his or her designee shall document the quote in writing.

C. The city manager or his or her designee shall select the lowest responsible quote, with the following exception: where a contract is for professional services, the city is authorized to award contracts based solely upon evaluation of the qualifications held by responsible bidders.

3.45.040 Control procedures.

The city manager shall institute procedures for the execution of contracts and purchase orders as required herein. The city attorney shall approve the form and legality of all written agreements prior to the execution thereof.

3.45.050 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.

3.45.060 Sole source purchases.

Where an acquisition would otherwise be subject to competitive bidding, the acquisition of materials, supplies, equipment or services from a sole source may be permitted only where the requesting department submits to the finance department and the city attorney’s office an explanation as to why a sole source is necessary and in the best interest of the city.

3.45.070 Emergency purchases.

Whenever the procedures set forth in this chapter would result in hazardous delays, loss to the city, or damage to life, health or convenience of citizens, the city manager or his/her designee may purchase materials, supplies, equipment or services.

3.45.080 Environmentally preferable products.

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.

3.45.090 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 on an agreement or cooperative purchasing program pursuant to authority granted by statute 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 equipment based upon the governmental agency's solicitation and/or bid process without complying with the bidding requirements of this chapter.

3.45.095 Valid business and professions tax certificate.[1]

The city shall not render payment to any vendor or professional services provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate.

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.

Awarding contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act (the "Act") (Public Contract Code Section 22000 et seq. or any successor provision thereto) for all public projects except those in which grant funds require alternate bidding procedures.

3.45.110 Director of public works authority.

A. 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.

B. Public project contracts of $200,000 or less may be executed by the director of public works or his or her designee in accordance with the provisions of this article. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.120 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. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.130 Informal bidding.

A. Monetary Limit. Public contracts of $200,000 or less may be let to contract by informal procedures as set forth in this section. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. 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.

C. 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).

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

c. The notice inviting informal bids shall include specifications that describe the public project with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

3.45.140 Waiver of irregularities and rejection of bids.

A. At its discretion, the city may waive any irregularity in any bid received and award the contract.

B. At its discretion, the city may reject all bids presented and may readvertise the project.

C. At its discretion, the city may abandon the project.

3.45.150 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:

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

B. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;

C. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

D. The ability of the bidder to provide future maintenance for service for the public project.

3.45.160 Prohibition against splitting projects.

It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading the requirements of the Act.

3.45.170 Change orders.

The director of public works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts authorized in this chapter so long as the combined amounts are within the approved project budget.

3.45.180 Emergencies.

In cases of emergency, when repair or replacements are necessary, the governing body may proceed to replace or repair any public facility by complying with Public Contract Code Section 22050.

Article III. Expenditure of City Funds

3.45.190 Award of contracts by city council.

All contracts for supplies and services involving an expenditure beyond the spending limit authority of a department or employee shall be awarded by the city council.

3.45.200 Procurement methods.

Expenditure of city funds for all materials, supplies, equipment and services (for both public projects and nonpublic projects) shall be made using the following methods:

A. City-issued CalCards, or other approved credit cards, shall be used for purchases of materials, supplies, and equipment of a monetary amount set forth by separate resolution of the city council. Where city-issued CalCards are not accepted, invoices accompanied by a city purchase order may be used for purchases of materials, supplies, and equipment equal to this amount.

B. Invoices (submitted to the city's accounts payable division) shall be used for purchases of materials, supplies and equipment of a monetary amount set forth by separate resolution of the city council.

C. Invoices accompanied by a city purchase order signed by a city employee possessing the authority to approve such a purchase order shall be used for all services of a monetary amount set forth by separate resolution of the city council.

D. Written contracts shall be used for all materials, supplies, equipment, and services of a monetary amount set forth by separate resolution of the city council.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

SECTION 4. This ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: August 9, 2022
Published: August 12, 2022
Second Reading: September 6, 2022
Effective:

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

Chapter 3.45

PURCHASING

Sections:

Article I. Purchasing of Materials, Supplies, Equipment, and Nonpublic Projects

3.45.020 Formal competitive bidding.
3.45.030 Informal bidding.
3.45.040 Control procedures.
3.45.050 Bifurcation of purchases.
3.45.060 Sole source purchases.
3.45.070 Emergency purchases.
3.45.080 Environmentally preferable products.
3.45.090 Cooperative purchasing.
3.45.095 Valid business and professions tax certificate.

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.
3.45.110 Director of public works authority.
3.45.120 Formal competitive bidding.
3.45.130 Informal bidding.
3.45.140 Waiver of irregularities and rejection of bids.
3.45.150 Lowest responsible bidder.
3.45.160 Prohibition against splitting projects.
3.45.170 Change orders.
3.45.180 Emergencies.

Article III. Expenditure of City Funds

3.45.190 Award of contracts by city council.
3.45.200 Procurement methods.
~~3.45.210 Blanket purchase orders.~~

Article I. Purchasing of Materials, Supplies, Equipment, and Nonpublic Projects

3.45.020 Formal competitive bidding.

Where the cost of materials, supplies, equipment and services for nonpublic projects equals or exceeds a sum set forth by separate resolution of the city council, the city manager shall require that a formal competitive bidding process be used by advertising on PlanetBids or another medium of similar scope and circulation. Where the cost of materials, supplies, equipment and services for nonpublic projects is less than the sum set forth by separate resolution of the city council, the city may select a contractor, supplier or provider without using a formal competitive bidding process. The city manager shall implement procedures for formal competitive bidding. Such procedures shall include the following guidelines:

A. Invitations to Bid, RFPs, and RFQs. Invitations to bid, requests for proposals (RFP) and requests for qualifications (RFQ) shall include specifications that describe the material, supplies, equipment and services for nonpublic projects with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required.

B. Bid Opening. A bid opening will occur at a time and place noticed in the invitation to bid, RFP or RFQ.

C. Award of Contracts. Contracts for materials, supplies, equipment and services for nonpublic projects shall be awarded to the lowest qualified responsible bidder with the following exception: Where a contract is for professional

services, the city is authorized to award contracts based solely upon evaluation of the qualifications held by responsible bidders.

D. Waiver of Defects and Technicalities. The city may waive defects and technicalities when to do so would be in the best interests of the city.

E. Bid Protests.

1. A nonselected bidder may protest award of an Invitation to Bid ~~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. A nonselected proposer may not protest the award of a Professional Service or Concessionaire Agreement.

2. 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.

3. 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.

F. Local Business Preference. 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.

G. Bidder's Security. When deemed necessary, bidders' 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 10 days after receipt of the contract. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-1)

3.45.030 Informal bidding.

Where the cost of materials, supplies, equipment and services for nonpublic projects is less than a sum set forth by separate resolution of the city council, the city manager shall require that an informal bidding process be used. The city manager shall implement procedures for informal bidding. Such procedures shall include the following guidelines:

A. The city manager or his or her designee shall obtain three quotes for the materials, supplies, equipment or services for nonpublic projects; documentation of said quotes shall be submitted to the finance department.

B. Though the quotes need not be submitted to the city in writing, for each quote received, the city manager or his or her designee shall document the quote in writing.

C. The city manager or his or her designee shall select the lowest responsible quote.~~.~~ (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-2) with the following exception: where a contract is for professional services, the city is authorized to award contracts based solely upon evaluation of the qualifications held by responsible bidders.

3.45.040 Control procedures.

The city manager shall institute procedures for the execution of contracts and purchase orders as required herein. The city attorney shall approve the form and legality of all written agreements prior to the execution thereof. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-3)

3.45.050 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. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-4)

3.45.060 Sole source purchases.
Where an acquisition would otherwise be subject to ~~formal~~ competitive bidding, the acquisition of materials, supplies, equipment or services from a sole source may be permitted only where the requesting department submits to the finance department and the city attorney's office an explanation as to why a sole source is necessary and in the best interest of the city. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-5)

3.45.070 Emergency purchases.
Whenever the procedures set forth in this chapter would result in hazardous delays, loss to the city, or damage to life, health or convenience of citizens, the city manager or his/her designee may purchase materials, supplies, equipment or services. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-6)

3.45.080 Environmentally preferable products.
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. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-7)

3.45.090 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 on an agreement or cooperative purchasing program pursuant to authority granted by statute 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 equipment based upon the governmental agency's solicitation and/or bid process without complying with the bidding requirements of this chapter. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-8)

3.45.095 Valid business and professions tax certificate.[1]
The city shall not render payment to any vendor or professional services provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate. (Ord. 1109 § 1 (Exh. A))

Article II. Public Contracts and the Uniform Public Construction Cost Accounting Act

3.45.100 Requirements for public projects.
Awarding contracts for public projects shall be in accordance with the Uniform Public Construction Cost Accounting Act (the "Act") (Public Contract Code Section 22000 et seq. or any successor provision thereto) for all public projects except those in which grant funds require alternate bidding procedures. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-20)

3.45.110 Director of public works authority.
A. Public project contracts of $60,000~~45,000~~ 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.

B. Public project contracts of $200~~175~~,000 or less may be executed by the director of public works or his or her designee in accordance with the provisions of this article. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-21) This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.120 Formal competitive bidding.
Public projects of greater than $200~~175~~,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) This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

3.45.130 Informal bidding.

A. Monetary Limit. Public contracts of $200~~175~~,000 or less may be let to contract by informal procedures as set forth in this section. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

B. 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.

C. 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).

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

c. The notice inviting informal bids shall include specifications that describe the public project with sufficient particularity to allow for competitive bidding and evaluation. The specifications shall also describe the functions and performance that are required. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-23)

3.45.140 Waiver of irregularities and rejection of bids.

A. At its discretion, the city may waive any irregularity in any bid received and award the contract.

B. At its discretion, the city may reject all bids presented and may readvertise the project.

C. At its discretion, the city may abandon the project. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-24)

3.45.150 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:

A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

B. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;

C. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;

D. The ability of the bidder to provide future maintenance for service for the public project. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-25)

3.45.160 Prohibition against splitting projects.

It shall be unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading the requirements of the Act. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-26)

3.45.170 Change orders.

The director of public works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts authorized in this chapter so long as the combined amounts are within the approved project budget. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-27)

3.45.180 Emergencies.
In cases of emergency, when repair or replacements are necessary, the governing body may proceed to replace or repair any public facility by complying with Public Contract Code Section 22050. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-28)

Article III. Expenditure of City Funds

3.45.190 Award of contracts by city council.
All contracts for supplies and services involving an expenditure beyond the spending limit authority of a department or employee shall be awarded by the city council. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-30)

3.45.200 Procurement methods.
Expenditure of city funds for all materials, supplies, equipment and services (for both public projects and nonpublic projects) shall be made using the following methods:

A. City-issued CalCards, or other approved credit cards, shall be used for purchases of materials, supplies, and equipment of a monetary amount set forth by separate resolution of the city council. Where city-issued CalCards are not accepted, invoices accompanied by a city purchase order may be used for purchases of materials, supplies, and equipment equal to this amount.

B. Invoices (submitted to the city's accounts payable division) shall be used for purchases of materials, supplies and equipment of a monetary amount set forth by separate resolution of the city council.

C. Invoices accompanied by a city purchase order signed by a city employee possessing the authority to approve such a purchase order shall be used for all services of a monetary amount set forth by separate resolution of the city council.

D. Written contracts shall be used for all materials, supplies, equipment, and services of a monetary amount set forth by separate resolution of the city council. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-31)

~~**3.45.210 Blanket purchase orders.**~~
~~Blanket purchase orders may be issued when a department or employee has budget authority to incur such expenses. The blanket purchase order shall serve as authority to make purchases within the established monetary limits. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-32)~~

[1] Code reviser's note: Ord. 1109 adds the provisions of this section as Section 3.45.100. The section has been editorially renumbered to avoid duplication of numbering.

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on August 9, 2022, the City of South Lake Tahoe City Council waived first reading, read by title and referred to second reading and adoption at the September 6, 2022, City Council meeting the following ordinance:

"An Ordinance Amending Chapter 3.45 (Purchasing) of the South Lake Tahoe City Code to Clarify Language Regarding Bidding Process and Update Public Contract Procurement Thresholds"

City Attorney's Summary of Ordinance:

"This ordinance would make certain updates to the City's purchasing code in to align with changes in state law and best practices. These changes include clarifying that bid protests are only available awards in response to an invitation to bid that must be awarded to the lowest qualified responsible bidder, and are not available for professional services agreements or concessionaire agreements that are awarded through a request for proposals. Additionally, the informal bidding provision is amended to allow professional service contracts to be awarded based on qualifications and not the lowest responsible quote. For public works contracts, the dollar thresholds are updated to be consistent with changes in state law. The provision for blanket purchase orders is removed because that type of purchasing is no longer used by the City."

A copy of the proposed ordinance in its entirety is available for review in the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California. To receive an electronic copy, contact the City Clerk at sblankenship@cityofslt.us

Susan Blankenship

SUSAN BLANKENSHIP
CITY CLERK
CITY OF SOUTH LAKE TAHOE
1901 LISA MALOFF WAY, Ste 206
SOUTH LAKE TAHOE, CA 96150
(530) 542-6005

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 9

Agenda Item: California Office of Traffic Safety Enforcement Grant Fiscal Year 2022-2023

Executive Summary: The Police Department has applied for an OTS STEP grant which has been "tentatively approved" by OTS in an amount up to $65,000.00 to fund extra traffic enforcement, training, and traffic related equipment. City Council authorization is required by OTS and the City to accept, budget, and receive reimbursement of grant funds. OTS anticipates final approval and a grant agreement in place by October 1, 2022.

Requested Action / Suggested Motions: Pass a Resolution authorizing the application, budget, and reimbursement of grant award by California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) in amount up to $65,000.00, and upon final approval from OTS, authorizing the Mayor to execute the grant agreement.
Responsible Staff Member: David Stevenson, Chief of Police

Responsible Staff Member: David Stevenson, Chief of Police (530) 545-2765

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

Attachments:

01-Staff Report - Traffic Enforcement Grant.docx
02-Resolution - Traffic Enforcement Grant.docx
03-OTS Tenative Grant Approval Email 080422.pdf
04-OTS Grant Application 081722.pdf

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

Meeting Date: September 6, 2022

Title: California Office of Traffic Safety enforcement grant FY 22-23

Location: Citywide

Responsible Staff Member: Chief David Stevenson, (530) 545-2765

Background: The California Office of Traffic Safety (OTS) provides grants to local jurisdictions for various traffic safety enforcement programs. On January 28, 2022 the Police Department submitted an application to OTS for a Selective Traffic Enforcement Program (STEP) grant. The grant amount requested was $79,023.92. On June 22, 2022 the Police Department received notification that our application has been "tentatively approved" for up to $65,000.00.

OTS and City finacial policy require approval by City Council for the application, acceptance, budget, and reimbursement for this grant.

Issue and Discussion: Traffic Collisions including those involving impaired drivers, vehicle versus bicycle and/or pedestrians, and collisions involving motorcycles continue to be a safety issue in the City. The OTS STEP grant will be used to conduct traffic enforcement operations, public information campaigns, and officer training related to impaired drivers. The grant will also be used to purchase two "radar trailers" to provide portable traffic calming options in the City. The goal of the program is to reduce the number of injury and fatal traffic collisions in the City.

Financial Implications: There will be no impact to the general fund. This is a reimbursement grant. The tentative approval for the program is not to exceed $65,000.00.

Expenditures for the program will be reimbursed quarterly. If approved, effective October 1, 2022; budget in account number 229 02110 should be amended as follows:

Revenue: #33130 $65,000.00

Expenditures: Final expenditure accounts to be determined after receipt of the grant agreement from OTS and after adjustments to personnel and equipment costs based on the amount approved versus the original amount requested not to exceed $65,000.00 combined.

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or 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 type of traffic program is consistent with Police Department policy.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Authorizing the application, budget, and reimbursement of grant award by California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) in amount up to $65,000.00, and upon final approval from OTS, authorize the Mayor to execute a grant agreement.

BACKGROUND

A. The California Office of Traffic Safety (OTS) provides grants to law enforcement agencies to support traffic safety programs.

B. The Police Department applied for and was tentatively awarded an OTS STEP grant in an amount not to exceed $65,000.00.

C. The Police Department intends to utilize these grant funds to increase traffic safety through special enforcement operations, training, public outreach, and the purchase of two speed feedback radar trailers.

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 and accepts the OTS STEP grant award up to $65,000.00.

2. Authorizes the Mayor to execute a grant agreement including any extensions or amendments thereof and any subsequent contract with the State in relation thereto once the agreement is received from the State.

3. Authorizes increasing the 2022/2023 City budget account # 229 02110 as follows:

Revenue: #33130 $65,000.00

Expenditures: #41040 (Personnel), #44050 (Training travel), and #46110 (Equipment) to be determined after receipt of grant agreement by the State not to exceed $65,000.00 combined.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Devin Middlebrook, 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.

David Stevenson

From: OTS Email <contact@ots.ca.gov>
Sent: Wednesday, June 22, 2022 3:46 PM
To: David Stevenson; Doug Sentell
Subject: OTS Tentatively Approved Your Application

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 23-004124 in the amount of $65,000 with the proposal titled “Selective Traffic Enforcement Program (STEP).” This tentative award is contingent on approval from the National Highway Traffic Safety Administration.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant agreement process. It is our goal to have all new grants start the first of October. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs yet, as this is a tentative award.

The OTS will initiate a statewide media news release regarding this year's applications selected for funding. Your agency should not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.

Again, congratulations on the success of your application.

Sincerely,
Barbara L. Rooney
Director

Application Information

Application No: 23-004124

Application Type:	STEP	Agency (City or County):	South Lake Tahoe	Department (Police Dept, DA Office, etc):	South Lake Tahoe Police Department
Authorized Representative:	David Stevenson	DUNS/SAM Number:	FG8YLL3CQ3J1	DUNS/SAM Expiration Date:	
DUNS/SAM Registered Address:	1901 Lisa Maloff Way	DUNS/SAM City:	South Lake Tahoe	DUNS/SAM ZIP+4:	96150-7009

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement:

The City of South Lake Tahoe is very unique compared to most California cities. South Lake Tahoe shares a border with Nevada that has five large casinos within the first mile that offer 24 hour alcohol and entertainment. The city has a population of 23,000 with approximately 2.2 million visitors to the Lake Tahoe Basin annually. Motorists in South Lake Tahoe also deal with extreme weather conditions in the winter months and heavily congested vehicle traffic in the summer months. The city also has a large portion of the population and its visitors walking, biking, or riding motorcycles during all months of the year.

The South Lake Tahoe Police department does not have a dedicated traffic enforcement unit. We use grant funding to conduct dedicated traffic enforcement operations. We have two traffic motor officers who work traffic enforcement on a part time basis around their normal patrol officer beat functions and calls for service; They cannot currently dedicate their full focus to traffic enforcement. The city has seen a year over year increase of injury collisions and injured persons.

Over the three year period from 2017 to 2019, pedestrian involved collisions accounted for 8% of our reported injury collisions and 60% of our fatal collisions. Over the same period, DUI driver involved collisions accounted for 12% of our injury collisions. Further, bicycle involved collisions accounted for 15% of our injury collisions and 20% of our fatal collisions. Finally, motorcycle collisions accounted for 6% of our injury collisions, and 20% of our fatal collisions.

In 2020, the city endured the unprecedented issues caused by Covid-19. These issues included complete travel bans, the premature shut down of our ski industry, lodging bans, and a segment of people too afraid to travel. As a city built on the tourist/travel economy, the number of visitors to South Lake Tahoe dramatically reduced, oftentimes causing empty roadways. Looking at our 2020 collision numbers without this context would make it appear on paper we significantly reduced our overall injury collisions and injuries. However, the aforementioned issues caused the reduction in those numbers and does not reflect a true reduction in the issue.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 20XX years in the table (do not use the OTS Rankings or SWITRS).
County or State Applicants: Complete the table below using SWITRS data and update the 20XX years in the table.

Crash Type	**2019**				**2020**				**2021**			
	Crashes		**Victims**		**Crashes**		**Victims**		**Crashes**		**Victims**	
Fatal	1		1		1		1		1		1	
Injury	102		107		48		57		43		58	
	Fatal	**Injury**	**Killed**	**Injured**	**Fatal**	**Injury**	**Killed**	**Injured**	**Fatal**	**Injury**	**Killed**	**Injured**
Alcohol - Involved	0	7	0	10	0	12	0	15	1	9	1	14
Hit & Run	0	0	0	0	0	5	0	5	0	4	0	4
Nighttime (2100-0259 hours)	0	2	0	2	0	5	0	5	0	2	0	2
Top 3 Primary Crash Factors									**Fatal**	**Injury**	**Killed**	**Injured**
#1 -	22350 VC								0	12	0	12
#2 -	22107 VC (turning movements)								0	8	0	8
#3 -	23152(a) VC								1	5	1	5

Proposed Solution

Equity:

1) The agency doesn't discriminate.
2) The agency will continue its practices of equal treatment within the grant funding programs.

Strategies:

The agency will conduct directed enforcement activities to combat the DUI and traffic issues. These will include DUI saturation patrols targeting impaired driving, bicycle and pedestrian safety enforcement details targeting both vehicle drivers as well as bicycle and pedestrian operators. The department will conduct DUI/DL checkpoints to additionally combat impaired driving. The agency will conduct warrant sweeps to hold offenders accountable for their actions. The agency will address motorcycle safety with enforcement details targeting unsafe driving around and by motorcycles. The agency will also put officers through DUI-related trainings to provide them with the skills to better document the DUI arrests, as well as assist in the successful prosecution of DUI cases.

The agency will use funds to acquire two new radar trailers to help combat our top PCF: unsafe speed.

Agency Qualifications:

1) While the agency has had recent staffing issues due to injuries to officers beyond our control, we have two officers completing training this month (January 2022), two lateral officers starting (February 2022), and are starting two officers in the police academy (one in February 2022 and another several months later).

2) All related staff are familiar with the grant process, to include grant reporting requirements. This includes the financial staff within the city itself.

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Included	Target Number	Description
Yes	1	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
Yes	1	Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.

Yes	9	Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.
Yes	2	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	2	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training.
No	0	Send law enforcement personnel to the DRE Recertification training.
No	0	Send law enforcement personnel to SFST Instructor training.
No	0	Send law enforcement personnel to DRE Instructor training.
No	0	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	9	Conduct DUI Saturation Patrol operation(s).
No	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
No	0	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
No	0	Conduct Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	4	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
No	0	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	2	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
No	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	4	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
No	0	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
No	0	Conduct Know Your Limit campaigns with an effort to reach members of the community.
No	0	Conduct collaborative DUI Enforcement operations.
No	0	Conduct collaborative Traffic Enforcement operations.
No	0	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
No	0	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
No	0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.

Included	Target Number	Custom Description

Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at $41.00 per hour would be entered as Straight time, 2080 Units, $41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of $85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. (Unit Cost) X (Benefits Rate) = Benefit Costs. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.0	A. Personnel Costs	DUI Saturation Patrols	Overtime		$1,586.00	9	100.00%	$14,274.00
100.1	A. Personnel Costs	Motorcycle Safety	Overtime		$1,586.00	2	100.00%	$3,172.00
100.2	A. Personnel Costs	PCF Traffic Enforcement	Overtime		$1,586.00	4	100.00%	$6,344.00
100.3	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime		$1,586.00	4	100.00%	$6,344.00
100.4	A. Personnel Costs	Traffic Enforcement	Overtime		$1,586.00	4	100.00%	$6,344.00

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant

Personnel Costs: $36,478.00

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
200.0	B. Travel Expenses	In State Travel	$634.48	2	$1,268.96
200.1	B. Travel Expenses	In State Travel	$638.48	2	$1,276.96

Travel Expenses: $2,545.92

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
300.0	C. Contractual Services	None	$0.00	0	$0.00

Contractual Services: $0.00

Equipment (must have Unit Costs of at least $5000)

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
400.0	D. Equipment	Radar Trailer	$20,000.00	2	$40,000.00

Equipment: $40,000.00

Other Direct Costs (must have Unit Cost of less than $5000, including tax and shipping)

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
500.0	E. Other Direct Costs	None	$0.00	0	$0.00

Other Direct Costs: $0.00

Indirect Costs

Item Name should indicate the % and the Cost Category for Indirect Costs e.g. 15% of Salaries and Benefits. Use the Percent Paid by Grant for the Indirect Rate and the Unit Cost or Rate field to indicate the total amount for which Indirect Costs will be claimed. The system will calculate the Cost to Grant.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Indirect Rate	Amount Subject to Indirect	Calculated Cost to Grant
600.0	F. Indirect Costs	None			$0.00

Indirect Costs: $0.00

Total Requested Funding: $79,023.92

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	DUI Saturation Patrols		
A. Personnel Costs	Motorcycle Safety		
A. Personnel Costs	PCF Traffic Enforcement		
A. Personnel Costs	Pedestrian and Bicycle Enforcement		
A. Personnel Costs	Traffic Enforcement		
B. Travel Expenses	In State Travel	Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
B. Travel Expenses	In State Travel	Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
C. Contractual Services	None	None	
D. Equipment	Radar Trailer	Trailer with radar to measure and display the speed of vehicles. Costs may include trailer, computer software, and modifications such as generator, paint, graphics and lighting.	
E. Other Direct Costs	None	None	
F. Indirect Costs	None	None	

Upload Documents (Optional)

Please try to include all information in the application itself, but if necessary, upload additional documents here

Document Name	Update Date/Time
SLTAHOE OTS Tentatively Approved Your Application.pdf	6/23/2022 9:07 AM
Application Report 2022-01-28 16:10:31.pdf	1/28/2022 8:10 AM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

$79,023.92

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 10

Agenda Item: State Water Resources Control Board Grant Funding and Contract Award to Herback General Engineering for Tahoe Valley Stormwater and Greenbelt Improvement Project

Executive Summary: The Director of Public Works, authorized through Resolution 2021-017, signed an implementation grant agreement between the SWRCB and the City of South Lake Tahoe for the Tahoe Valley Stormwater and Greenbelt Improvement Project (Tahoe Valley Project). The $6,922,904 implementation grant must be accepted and appropriated to the Tahoe Valley Project via resolution (Attachment 03).

Public Works issued a Notice to Bidders on April 15, 2022, soliciting bids for the Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 1. On June 1, 2022, Public Works received two competitive bids. The lowest responsive and responsible bidder was Herback General Engineering with a Base Bid total of $6,558,731.36 and an Add Bid Alternate "A" bid in the sum of $153,780.00. Public Works has determined the award of both the Base Bid amount and Add Bid Alternate "A" Bid is recommended for award to Herback General Engineering for the total contract amount of $6,688,511.36. Project work includes construction of a storm drain collection and conveyance system between west F Street and South Bonanza Avenue, water quality treatment basins, water quality treatment swales, and storm drain system improvements between James Avenue and Council Rock Avenue.

Requested Action / Suggested Motions: (1) Pass a Resolution accepting and appropriating State Water Resources Control Board (SWRCB) Proposition 1 implementation grant funding to the Tahoe Valley Stormwater and Greenbelt Improvement Project ($6,922,904); and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Herback General Engineering in the amount of $6,688,511.36 and approve a 10% construction contingency in the amount of $668,852 for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets Manager

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039
Jason Burke, Complete Streets Projects Manager (530) 542-6038

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Shroud, City Attorney
Joseph Irvin, City Manager

Attachments:
01-Staff Report.docx

02-Project Location Map.pdf
03-Resolution-SWRCB Grant Acceptance.docx
04-Agreement-Herback.docx
05-Res 2021-017.pdf
06-Grant Agreement rv

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

Meeting Date: September 6, 2022

Title: State Water Resources Control Board Grant Funding and Award Construction Agreement to Herback General Engineering

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind "The Crossing" (AKA "factory stores") at the South Y and the drainage watershed extending between west F Street to Tahoe Keys Blvd (see Attachment 02-Project Location Map)

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039

Background: City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Stormwater and Greenbelt Improvement Project (Tahoe Valley) as a vital environmental and community improvement project. Improvements envisioned with the Tahoe Valley Stormwater and Greenbelt Improvement Project provide multiple benefits as follows:

- Stormwater treatment collection, conveyance, treatment, and stream environment zone (SEZ) enhancement;
- Drainage infrastructure improvements to protect local businesses and support infill development;
- Bicycle and pedestrian improvements, all weather crossings, new lighting and improved connectivity; and
- Community Park and public space enhancements within the core of the Tahoe Valley town center (Greenbelt area).

The Project area can be characterized as three specifically defined geographic regions as follows:

1. Upper Region – West F Street to Emerald Bay Road at B Street;
2. Central Region – Greenbelt area; located between Emerald Bay Road and U.S. 50; and
3. Lower Region – U.S. 50 at 4th Street down to Tahoe Keys Blvd near Council Rock Ave.

Phase 1 of the Project includes the Upper Region (Item 1) and the Lower Region (Item 3) of the Project area. Phase 2 consists of the Central Region (Item 2), Greenbelt area.

Phase 1 construction is scheduled to start upon the award of the contract and be completed in the fall of 2023. Phase 2 construction is programmed to start in the spring of 2023 and be completed in the fall of 2023.

Issue and Discussion:

ACTION 1: Accept and Appropriate State Water Resources Control Board (SWRCB) Proposition 1 Implementation Grant Funding for the Tahoe Valley Project ($6,922,904.00)

In July 2020, the Public Works Engineering Division submitted a grant application to the SWRCB for implementation grant funding to construct the Tahoe Valley project. On February 16, 2021, the City of South Lake Tahoe (City) received a conditional grant award letter from the SWRCB noting the City was awarded an implementation grant in the sum of $6,922,904. The City and SWRCB have coordinated during the past year, to finalize and execute the agreement with SWRCB. The final agreement is included as Attachment 06. The proposed resolution (Attachment 03) attached to this City Council agenda item accepts and appropriates the SWRCB Prop 1 grant funding to the Tahoe Valley project for construction of improvements (Account No. 301-40030-48030).

ACTION 2: Award Tahoe Valley Stormwater and Greenbelt Improvement Project to Herback General Engineering ($6,688,511.36). and approve a 10% Construction Contingency ($668,852)

On April 15, 2022, Public Works advertised the Tahoe Valley Stormwater & Greenbelt Improvement Project bid over the City PlanetBids website. The Project *Notice to Bidders* was advertised in the *Tahoe Daily Tribune* on April 15th and April 22, 2022. The Project bidding period closed on June 1,2022.

On June 1, 2022, Public Works received two (2) sealed bids which were publicly opened and read aloud at the scheduled bid opening located at the Public Works Department Office. The lowest responsible and responsive bidder was determined to be Herback General Engineering. Bid results are listed in **Table 1**. The *Engineer's Estimate* for the Total Base Bid and Add Bid Alternate "A" was for the sum of $7,386,035.

Table 1 – Summary of Bid Results

Name of Contractor	Base Bid Amount	Add Bid Alternate "A"	Total Bid Price
Herback General Engineering	$6,534,731.36	$153,780.00	$6,688,511.36
M.A. Steiner Construction, Inc.	$7,399,270.00	$150,620.00	$7,549,890.00

Add Bid Alternate "A" is for Project area tree removal and construction of Buck & Pole fencing around the proposed water quality treatment basins.

Financial Implications:

ACTION 1: Accept and Appropriate State Water Resources Control Board (SWRCB) Proposition 1 Implementation Grant Funding for the Tahoe Valley Project

The grant agreement (Attachment 06) between the City and the SWRCB was executed by the Director of Public Works in accordance with Resolution 2021-017 (Attachment 05) which authorized and designated the Director of Public Works to sign, for and on behalf of the City of South Lake Tahoe, the grant agreement for the Project and any amendments thereto. The grant agreement was signed by the Director of Public Works in accordance with directives defined within Resolution 2021-017.

The proposed resolution accompanying this staff report (Attachment 03) will formally accept the $6,922,904 in SBWRCB Proposition 1 Implementation Grant funding and appropriate the funding to the Tahoe Valley Stormwater and Greenbelt Improvement Project.

The SWRCB implementation grant Agreement No. D2112147 includes a total match contribution of **$1,869,035**, which includes both Phases I and 2. **Table 2** lists the components of the local matching funds.

Table 2 – Match Contributions

Local Match Contribution Source	Amount
City-met Planning Grant Local Contribution per SWRCB	$52,710
City Local Match Contribution Appropriated by City Council via Resolution	$706,442
TRPA Mitigation Funds	$941,548
S.W. Gas In-lieu Paving Fees (paving residential streets following construction)	$425,750
Total Funding Programmed for Local Contribution Requirement:	**$2,126,450**

Table 2 demonstrates the qualifying local match contribution of $2,126,450 exceeds the SWRCB Proposition 1 grant match contribution requirement ($1,869,035).

Approval for use of the TRPA Mitigation Funds for the Tahoe Valley Project is scheduled to be heard at the September TRPA Governing Board meeting. TRPA staff have advised Public Works of their support to use the Mitigation Funds to construct the Tahoe Valley Project. Although the TRPA Mitigation Funds will be necessary to complete construction of Phase 2, the current matching funds on hand are sufficient budget to award and construct Phase 1 of the Project.

ACTION 2: Award Tahoe Valley Stormwater and Greenbelt Improvement Project to Herback General Engineering

At the August 9, 2022, City Council meeting, the Engineering Division, Complete Streets Manager, Jason Burke requested through resolution, City Council's commitment and appropriation of $706,442.00 in undesignated general reserve funding. City Council approved the resolution, which provides a 10% local match requirement to allow award of the construction agreement (Attachment 04) between Herback General Engineering and the City.

Funding for the Project as of this date is summarized in **Table 3**.

Table 3 – Project Funding Summary

Funding Source	Revenue Code	Grant Amount
State Water Resources Control Board, Prop. 1	33241	$6,922,904.00
City Council Approved City Match – Phase 1	36300	$ 706,442.00
Total Funding-to-Date Available for Phase I Project Construction:		$7,629,346.00

The total anticipated cost to award Phase I, including the 10% contingency and other costs are summarized in **Table 4.**

Table 4 – Phase 1 Construction Expenses

Construction Account Categories	Description of Expenses	Amount
301-40030-48030	Herback General Engineering Contract	$6,688,511.36
301-40030-48030	10% Construction Contingency	$668,851.14
301-40030-48044	Labor Compliance	$24,000.00
301-40030-48033	Materials Testing	$30,000.00
	Anticipated Total Phase 1 Construction Expenses:	$7,411,362.50

The total existing allocated local funding, plus the SWRCB grant exceeds the anticipated total construction cost of the project.

Public Works will continue seeking sufficient funding to construct Phase 2 of the Project which is programmed to start and finish in 2023. The balance of funding appropriated to overall Project construction will be applied to the construction of Phase 2 project improvements and construction administration.

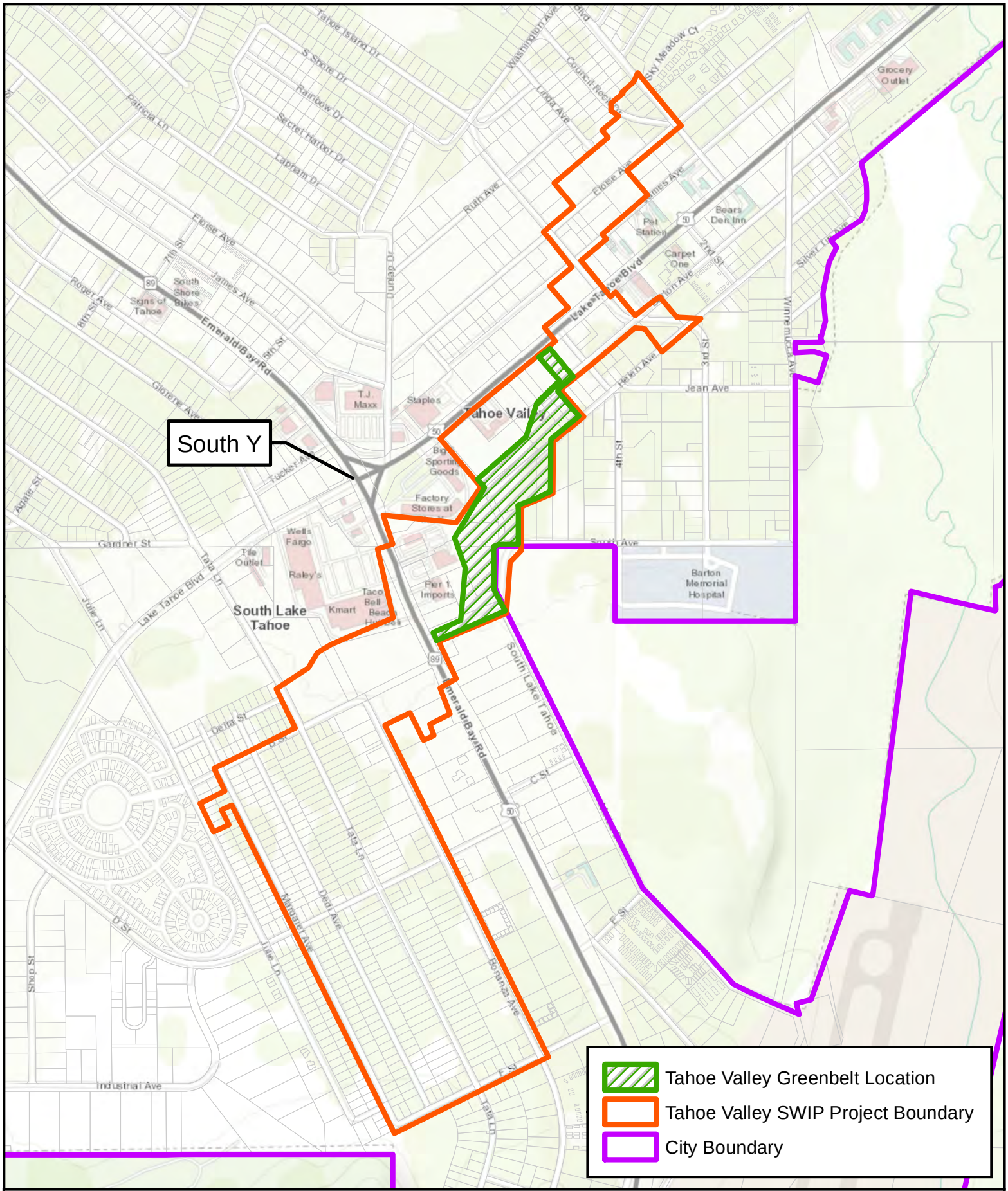
Environmental Considerations: The Project includes work within jurisdictional wetlands, stream environment zones, and a perineal streambed. Consequently, the Project requires significant environmental permitting as follows:

- CEQA Mitigated Negative Declaration – Adopted by the Planning Commission on May 9, 2019.
- TRPA Construction Permit – Issued by TRPA in April 2022.
- Lahontan Construction Permit – Issued by Lahontan in June 2022
- 401/404 Permit – Issued as a part of the Lahontan permit in June 2022
- Tree Removal Permit – Issued by Cal Fire in June 2022
- Streambed Alteration Permit – Determined unnecessary by default

All environmental permitting for Phase 1 construction is complete.

Policy Implications: Completing project improvements will assist with meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation).

Phase 2 (Greenbelt area) of the Tahoe Valley project not only includes Stream Environment Zone (SEZ) restoration and expanded water quality treatment. Phase 2 includes construction of new bike and pedestrian facilities, playground equipment, wayfinding signs, park benches, streetlights, and other public park and sustainable transportation improvements for public use.



Department of Public Works - Engineering Division

CITY OF SOUTH LAKE TAHOE

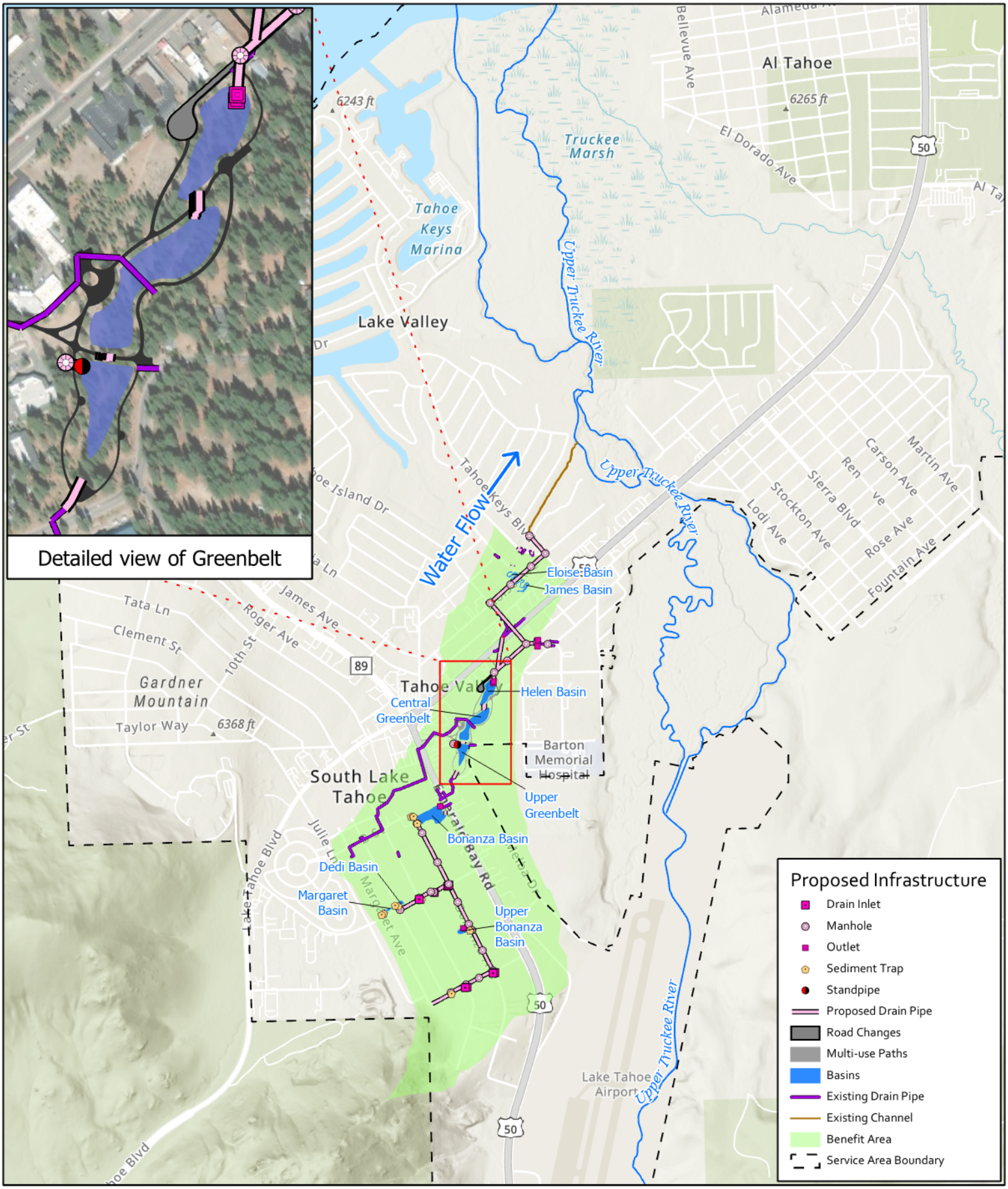
Tahoe Valley Storm Water Improvement Project Area Map

N

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Feet

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CITY OF SOUTH LAKE TAHOE

Tahoe Valley Stormwater and Greenbelt Improvement Project
Stormwater Treatment and Benefit Areas

Public Works Department - Engineering

N

0 800 2,000 2,000 3,000 Feet

Path: J:\GIS files\Projects\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Layout: TVG CAC Project Map | Date Exported: 7/1/2020

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Accept and Appropriate State Water Resources Control Board, Proposition 1 Implementation Grant ($6,922,904) to the Tahoe Valley Stormwater and Greenbelt Improvement Project

BACKGROUND

A. City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Stormwater and Greenbelt Improvement Project (Tahoe Valley) as a vital environmental and community improvement project.

B. On March 1, 2016, City Council authorized Public Works to submit Proposition 1 grant applications for the Tahoe Valley project (Resolution 2016-11).

C. On July 2, 2020, Public Works, Engineering Division submitted a Proposition 1 grant application to the State Water Resources Control Board (SWRCB) for implementation grant funding for construction of the Tahoe Valley project.

D. On February 16, 2021, the City received letter from the SWRCB announcing a Proposition 1 implementation grant award of $6,922,904 with a 10% minimum local match requirement.

E. On March 16, 2021, City Council authorized a funding agreement with the SWRCB, authorized and designated the Director of Public Works to sign the funding agreement, amendments, and requests for disbursement on behalf of the City Council (Resolution 2021-017).

F. The City and SWRCB have executed grant agreement GA D2112147 allocating $6,922,904 in Proposition 1 implementation grant funding to the Tahoe Valley project.

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

1. Does hereby accept $6,922,904 in State Water Resources Control Board, Proposition 1 implementation grant funding for construction of the Tahoe Valley Stormwater and Greenbelt Improvement Project.

2. Authorizes modification of the Annual Operating and Capital Improvement Budget for Fiscal Year 2021-22 and appropriation of grant funds as follows:

REVENUE

301 40030 Revenue (33241) State Water Resources Control Board	(+) 6,922,904

EXPENSE

301-40030 Expense (48030) Tahoe Valley Stormwater & Greenbelt EIP	(+) 6,922,904

Adopted by the City of South Lake Tahoe City Council on September 6, 2022, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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
DEPARTMENT OF PUBLIC WORKS

City of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS
AGREEMENT
for

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT, PHASE 1

PUBLIC WORKS CONTRACT NO. 11-30140030-01

INFORMAL BID No. 22-30140030-BN1

THIS AGREEMENT is made and entered into this _____ day of August, 2022, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and **Herback General Engineering**, herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 - THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT, PHASE 1** as required pursuant to the Contract Documents.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) on or before October 15, 2022 (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Contract Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of

$1,000 for each calendar day beyond October 1, 2022, and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), and $500 for each calendar day beyond October 15, 2022, that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.3).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is **$400 per day**, the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

BASE BID SCHEDULE

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEAS.	BID ITEM QUANTITY	UNIT BID PRICE	BID ITEM TOTAL
1	Mobilization	LS			$ 898,500.00
2	Temporary Traffic Control	LS			$ 153,500.00
3	Temporary Staging, Construction Access & Project Sign	LS			$ 990.00
4	Construction Surveying and Staking	LS			$ 52,000.00
5	Temporary Erosion, Water Pollution, Dust Controls, & BMPs	LS			$ 168,000.00
6	Temporary Barriers, Fencing, and Vegetation Protection	LS			$ 29,300.00
7	Subsurface Facility Locations / Verification	LS			$ 76,824.00
8	Pothole Subsurface Facility (As Directed)	EA	35	$ 520.00	$ 18,200.00
9	Clearing and Grubbing	LS			$ 165,000.00
10	Remove Fence	LF	286	5.50	$ 1,573.00
11	Remove Roadway Markers/Snow Poles	EA	20	46.00	$ 920.00
12	Remove AC Surfaces (for project installations, incl. saw-cutting - does not include quantity/removals for mill/overlay work) [FP Item]	SF	38,430	$ 0.55	$ 21,136.50

13	Remove Storm Drain Pipe (Up to/Incl. 36" DIA.)	LF	1,192	$ 38.00	$ 45,296.00
14	Remove Storm Drain Minor Structures (e.g. drain inlets, manholes, pipe FES, headwalls, basin outlets)	EA	27	$ 500.00	$ 13,500.00
15	Adjust Minor Utility Box/Manhole Covers to FG (e.g. meter box, valve can, pull box, manholes)	EA	50	$ 995.00	$ 49,750.00
16	Utility Service Lateral Replacement (by contractor) - Ex. Sanitary Sewer Service Lateral (STPUD)	EA	16	$ 4,712.00	$ 75,392.00
17	Utility Service Lateral Replacement (by contractor) - Ex. 3/4" Domestic Water Service Lateral (STPUD)	EA	20	$ 4,620.00	$ 92,400.00
18	Utility Service Lateral Replacement (by contractor) - Ex.1" Domestic Water Service Lateral (STPUD)	EA	5	$ 4,870.00	$ 24,350.00
19	Utility Service Lateral Replacement (by contractor) - Ex. 2" Domestic Water Service Lateral (STPUD)	EA	5	$ 5,300.00	$ 26,500.00
20	Utility Service Lateral Replacement (coordination w/ utility) - Ex. Natural Gas Service Lateral (Southwest Gas Corp.)	EA	27	$ 166.00	$ 4,482.00
21	Remove, Salvage & Reset Fencing (As Directed or Authorized)	LF	200	$ 40.00	$ 8,000.00
22	Remove, Salvage & Reset Common Landscape/Site Facilities (Miscellaneous Project Areas)	LS			$ 6,020.00
23	Removal of Unsuitable Subgrade Material (As Directed or Authorized)	CY	100	$ 166.50	$ 16,650.00
24	Rock Fracture and Removal (As Directed or Authorized)	CY	50	$ 582.00	$ 29,100.00
25	Earthwork - South Bonanza Basin	LS			$ 52,000.00
26	Earthwork - Margaret/D St Basin	LS			$ 50,200.00
27	Earthwork - North Bonanza Basin	LS			$ 358,428.00
28	Earthwork - Vegetated Swale (James/Eloise Site)	LF	550	$ 89.00	$ 48,950.00
29	Slurry Cement (structural backfill / shallow pipe installations)	CY	70	$ 54.00	$ 3,780.00
30	12" DIA. HDPE Storm Drain Pipe	LF	18	$ 191.00	$ 3,438.00
31	18" DIA. HDPE Storm Drain Pipe	LF	784	$ 286.00	$ 224,224.00
32	24" DIA. HDPE Storm Drain Pipe	LF	606	$ 296.00	$ 179,376.00
33	30" DIA. HDPE Storm Drain Pipe	LF	637	$ 388.00	$ 247,156.00
34	24" DIA. HDPE Storm Drain, Perforated Pipe Sub-Drain	LF	803	$ 384.00	$ 308,352.00
35	30" DIA. HDPE Storm Drain, Perforated Pipe Sub-Drain	LF	1,138	$ 402.00	$ 457,476.00
36	12" DIA. RCP (Class III) Storm Drain	LF	139	$ 254.00	$ 35,306.00
37	18" DIA. RCP (Class III) Storm Drain Pipe	LF	318	$ 343.00	$ 109,074.00
38	18" DIA. RCP (Class IV) Storm Drain Pipe	LF	40	$ 420.00	$ 16,800.00

39	24" DIA. RCP (Class III) Storm Drain Pipe	LF	0	$ -	$ -
40	24" DIA RCP (Class IV) Storm Drain Pipe	LF	94	$ 388.00	$ 36,472.00
41	30" DIA. RCP (Class III) Storm Drain Pipe	LF	103	$ 427.00	$ 43,981.00
42	30" DIA RCP (Class IV) Storm Drain Pipe	LF	549	$ 463.00	$ 254,187.00
43	22" x 13.5" RCPA (Class IV) Storm Drain Pipe	LF	100	$ 426.00	$ 42,600.00
44	28.5" x 18" RCPA (Class IV) Storm Drain Pipe	LF	40	$ 422.00	$ 16,880.00
45	36.25" x 22.5" RCPA (Class IV) Storm Drain Pipe	LF	100	$ 579.00	$ 57,900.00
46	Storm Drain FES & Rip-Rap Dissipater (match culvert size/material type)	EA	16	$ 4,550.00	$ 72,800.00
47	48" DIA. Storm Drain Manhole	EA	8	$ 10,132.00	$ 81,056.00
48	60" DIA. Storm Drain Manhole	EA	16	$ 12,500.00	$ 200,000.00
49	60" DIA. Storm Drain Manhole w/ 36" Grate Inlet Top	EA	2	$ 15,509.00	$ 31,018.00
50	72" DIA. Storm Drain Manhole	EA	1	$ 16,700.00	$ 16,700.00
51	72" DIA. Storm Drain Manhole w/ Diverter	EA	1	$ 12,300.00	$ 12,300.00
52	Drainage Inlet, Type 1 - Sediment Trap (36" DIA. CMP, 10 Gauge Min.)	EA	17	$ 4,900.00	$ 83,300.00
53	Drainage Inlet, Type 1 - Sediment Trap (48" DIA. CMP, 8 Gauge Min.)	EA	1	$ 6,300.00	$ 6,300.00
54	Drainage Inlet, Type 2 - Sediment Trap (36" DIA. CMP, 10 Gauge Min.)	EA	2	$ 5,900.00	$ 11,800.00
55	Sediment Trap w/ Hinged Cover Top (36" DIA. CMP, 10 Gauge Min.)	EA	1	$ 5,300.00	$ 5,300.00
56	Sediment Trap w/ Hinged Cover Top (60" DIA. CMP, 8 Gauge Min.)	EA	1	$ 8,400.00	$ 8,400.00
57	Drainage Inlet, Type 3	EA	5	$ 12,500.00	$ 62,500.00
58	Drainage Inlet, Type 4	EA	2	$ 12,620.00	$ 25,240.00
59	Basin Outlet Structure	EA	3	$ 24,000.00	$ 72,000.00
60	Rock Lined Swale	LF	1,583	$ 23.00	$ 36,409.00
61	Rock Weir, Gravel Check Dams, Extended Rock Apron Culvert Inlet/Outlet Controls, Rock Lined Swale Transitions, & Drainage Erosion Protections	CY	290	$ 150.00	$ 43,500.00
62	Concrete Curb & Gutter (Vertical Battered)	LF	316	$ 65.00	$ 20,540.00
63	Concrete Curb & Gutter (Rolled)	LF	20	$ 70.00	$ 1,400.00
64	Concrete Edging (For Gravel Paver System)	LF	1,430	$ 54.00	$ 77,220.00
65	Concrete Curb Transition (Type 1, Curb End)	EA	12	$ 1,200.00	$ 14,400.00
66	Road Shoulder Stabilization (Gravel Paver/Permeable SubBase)	SF	5,720	$ 14.00	$ 80,080.00
67	Replace Asphalt Concrete Surfacing (Mill & Overlay, 4-INCH, 1 LIFT - Type A, PG 64-28M, 3/4" aggregate)	TON	1,440	$ 255.00	$ 367,200.00
68	Replace Asphalt Concrete Surfacing (Mill & Overlay, 3-INCH, 1 LIFT - Type A, PG 64-28M, 3/4" aggregate)	TON	1,370	$ 260.00	$ 356,200.00

69	HMA Paving - Misc. Roadway / Driveway Patch Repairs (4-INCH, 1 LIFT - Type A, PG 64-28, 1/2" Aggregate) - [As Directed or Authorized]	TON	160	$ 265.00	$ 42,400.00
70	HMA Paving - Roadside AC Swale, and F St. Drainage "V" Ditch (3-INCH, 1 LIFT - Type A, PG 64-28, 1/2" aggregate)	SF	8,765	$ 8.00	$ 70,120.00
71	Object Marker, Type A	EA	40	$ 365.00	$ 14,600.00
72	Traffic Striping / Markings	LS			$ 7,500.00
73	Revegetation Treatment, Type 1 (Organic Matter and Topsoil Salvage and Replacement)	LS			$ 29,102.33
74	Revegetation Treatment, Type 2 (Sod Salvage and Replacement)	SY	1,250	$ 14.00	$ 17,500.00
75	Revegetation Treatment, Type 3 (Woody Vegetation Salvage and Processing)	LS			$ 11,640.93
76	Revegetation Treatment, Type 4 (Native Willow and Rose Salvage and Replacement)	EA	10	$ 756.66	$ 7,566.60
77	Revegetation Treatment, Type 5 (Seeding Mixes 1, 2, or 3 respectively identified as TT5-1, TT5-2, TT5-3)	SY	12,360	$ 1.75	$ 21,630.00
78	Revegetation Treatment, Type 6 (Hydraulic Mulch Application - Recycled Paper Mulch with Tackifiers)	SY	11,110	$ 0.62	$ 6,888.20
79	Revegetation Treatment, Type 7 (Mulch Application - Processed Woody Vegetation [TT3], and/or Wood Chips / Tub Grindings)	SY	120	$ 23.09	$ 2,770.80
80	Revegetation Treatment, Type 8 (Coir 40/400 Netting Installation)	SY	7,890	$ 7.40	$ 58,386.00
81	Revegetation Maintenance (2-Years)	LS			$ 35,000.00

BASE BID AMOUNT: $6,534,731.36

Add Bid Alternate "A" Bid Schedule:

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEAS.	BID ITEM QUANTITY	UNIT BID PRICE	BID ITEM
A1	Tree Removal (10" – 18" DBH Tree)	EA	152	$500.00	$76,000.00
A2	Tree Removal (19" – 24" DBH Tree)	EA	9	$1,000.00	$9,000.00
A3	Tree Removal (25" – 35" DBH Tree)	EA	3	$1,500.00	$45,000.00
A4	Tree Removal (>36" DBH Tree)	EA	1	$3,360.00	$3,360.00
A5	Buck & Pole Fencing	LF	1,523	$40.00	$60,920.00

ADD BID ALTERNATE "A" AMOUNT: $153,780.00

TOTAL CONTRACT SUM: $6,688,511.36

For the Total Contract Sum of SIX-MILLION SIX-HUNDRED EIGHTY-EIGHT THOUSAND FIVE-HUNDRED ELEVEN dollars and THIRTY-SIX cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 - PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

ARTICLE 5 - CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Self-Performance Declaration (Document 00425);

(g) Debarment and Suspension Certifications (Document 00430);

(h) Non-Collusion Declaration (Document 00432);

(i) Worker's Compensation Certification (Document 00435);

(j) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(k) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(l) Blank

(q) Agreement (Document 00500);

(r) Payment Bond Form (Document 00610);

(s) Performance Bond Form (Document 00620);

(t) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(u) Warranty/Guaranty Form (Document 00635);

(v) Acknowledgment of City Code (Document 00640);

(w) Bid Document Certification (Document 00650);

(x) The Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards;

(y) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(z) Supplemental Conditions (Document 00800), if any;

(aa) General Requirements, if any;

(bb) Construction Progress Schedule;

(cc) Technical Specifications;

(dd) Contract Drawings;

(ee) Addenda (numbers 1 to 3), inclusive; and

(ff) Permits from other agencies as may be required by law.

(gg) All Documents referenced as constituting the "Bid Documents" pursuant to Section 1.3 ("Bid Documents") of the Special Provisions.

Exhibits to this Agreement are enumerated as follows:

- Exhibit A: Accepted Contractor's Bid,
- Exhibit B: Escrow Bid Document Certification; and
- Exhibit C: Insurance Certificates and Endorsements.

ARTICLE 6 - WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to

provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City and the California Department of Transportation for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 - INDEMNITY AND INSURANCE

To the fullest extent permitted by law, including, without limitation, Civil Code section 2782, *et seq*., and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agent, the California Department of Transportation, the Project Manager, the Architect/Engineer, the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents, and shall not extend to the sole negligence or willful misconduct of the City, or the active negligence of the City. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to Contractor:

Herback General Engineering
Greg Herback
2531 Nowlin Road
Minden, NV 89423

Notices required to be given to City:

Public Works Director/City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to any surety(ies):

_____

_____

ARTICLE 9 - MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Mayor, City of South Lake Tahoe,
State of California

Contractor: Herback General Engineering

By Greg Herback

Title _____

Business License No. _____

ATTEST:

By _____
City Clerk
City of South Lake Tahoe

APPROVED AS TO FORM:

By _____
City Attorney
City of South Lake Tahoe

DocuSign Envelope ID: 838A793C-B546-4D8A-92CD-4F76DD3C708E

Resolution 2021-017

Adopted by the City of South Lake Tahoe City Council

March 16, 2021

Authorizing a Funding Agreement with the State Water Resources Control Board and authorizing and designating a representative for the Tahoe Valley Greenbelt and Stormwater Improvement Project

BACKGROUND

A. The City of South Lake Tahoe has submitted an application to the State Water Resources Control Board for funding for the Tahoe Valley Greenbelt and Stormwater Improvement Project for construction of improvements (Project).

B. Prior to the State Water Resources Control Board's executing a funding agreement, the City of South Lake Tahoe is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the City of South Lake Tahoe, and to carry out other necessary Project-related activities.

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 staff to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project.
2. Authorizes and designates the Director of Public Works, or designee to sign, for and on behalf of the City of South Lake Tahoe, the funding agreement for the Project and any amendments thereto.
3. Authorizes and designates the Director of Public Works, or designee to represent the City of South Lake Tahoe in carrying out the City of South Lake Tahoe's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the City of South Lake Tahoe and in compliance with applicable state and federal laws.
4. Ratifies, approves, and confirms, in all respects, any and all actions, whether previously or subsequently taken by the City of South Lake Tahoe, which are consistent with the intent and purposes of the foregoing resolution.

Adopted by the City of South Lake Tahoe City Council on March 16, 2021 by the following vote:
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

_____ Date: 3/17/2021
Tamara Wallace, 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.



STORM WATER
GRANT

AGREEMENT NO. D2112147

by and between

CITY OF SOUTH LAKE TAHOE ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

TAHOE VALLEY STORMWATER AND GREENBELT IMPROVEMENT PROJECT
("Project")

Section 79747 of the Water Code, and Resolution No. 2019-0059.

PROJECT FUNDING AMOUNT: $6,922,904
MATCH CONTRIBUTION: $1,869,035
ESTIMATED REASONABLE PROJECT COST: $9,864,194

ELIGIBLE WORK START DATE: OCTOBER 1, 2021
WORK COMPLETION DATE: FEBRUARY 29, 2024
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024
RECORDS RETENTION END DATE: FEBRUARY 29, 2060

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:

   - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
   - EXHIBIT B – FUNDING TERMS
   - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
   - EXHIBIT D – SPECIAL CONDITIONS

2. Party Contacts during the term of this Agreement are:

State Water Board		City of South Lake Tahoe	
Section:	Division of Financial Assistance		
Name:	Spencer Joplin, Project Manager	Name:	Anush Nejad, Director of Public Works
Address:	1001 I Street, 17th Floor	Address:	1901 Lisa Maloff Road, Suite 210
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	South Lake Tahoe, CA 96150
Phone:	(916) 341-5636	Phone:	(530) 542-6031
Email:	Spencer.Joplin@waterboards.ca.gov	Email:	anejad@cityofslt.us

   Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

3. Conditions precedent to this Agreement are set forth as follows:

   (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.

4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

   (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

   (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

(c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.

(d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF SOUTH LAKE TAHOE:	STATE WATER RESOURCES CONTROL BOARD:
By: _____	By: _____
Name: Anush Nejad Title: Director of Public Works	Name: Joe Karkoski Title: Deputy Director Division of Financial Assistance
Date: _____	Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least twenty (20) years. The funding under this Agreement shall be used for the purpose of constructing storm water management improvements and a greenbelt to provide riparian restoration, floodplain enhancement, improved drainage capacity, and reduce pollutant load discharges to Lake Tahoe and the Upper Truckee River, both 303(d) listed water bodies.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management

    1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

    1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.

    1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.

    1.4 Conduct periodic and final site visits with the Project Manager.

    1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.

2. General Compliance Requirements/Project Effectiveness and Performance

    2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.

    2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any

monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

2.3 Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

3. Environmental Compliance and Permitting

Project Funds will not be disbursed until California Environmental Quality Act (CEQA) documents, permitting, access negotiations and other required approvals are complete.

3.1 Complete documentation required under the CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.

3.1.2 Submit the final CEQA document to the Project Manager.

3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed. The State Water Board may deem implementation/ construction costs incurred prior to obtaining such confirmation ineligible for reimbursement.

3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

4. Planning, Design, and Engineering

4.1 Prepare a Design Report that includes a geotechnical analysis and a hydrologic and hydraulic analysis to support the design plans and specifications, and submit to the Project Manager for comment.

4.2 Prepare the one hundred percent (100%) design plans and final secured match sources and amounts that will satisfy Match Contribution, and submit to the Project Manager for approval. The

Project shall be designed to capture, treat, and/or infiltrate a minimum of twenty-four (24) acre-feet per year of storm water runoff using the following approaches:

4.2.1 Phase 1

4.2.1.1 Install a minimum of twenty-five (25) drainage inlets with a minimum of eighteen (18) sediment traps.

4.2.1.2 Install a minimum of five thousand (5,000) linear feet of storm drain.

4.2.1.3 Install a minimum of six and a half (6.5) acre feet of constructed wetland/infiltration basins with a minimum of one hundred one thousand (101,000) square feet of vegetation.

4.2.1.4 Install a minimum of five hundred (500) linear feet of vegetated swale.

4.2.1.5 Install a minimum of one thousand five hundred (1,500) linear feet of rock-lined low flow swale.

4.2.2 Phase 2

4.2.2.1 Install a minimum of four (4) drainage inlets with a minimum of three (3) sediment traps.

4.2.2.2 Install a minimum of six hundred thirty (630) linear feet of storm drain.

4.2.2.3 Install a minimum of one thousand one hundred (1,100) linear feet of rock-lined low flow swale.

4.2.2.4 Install a minimum fifteen (15) acre feet of constructed wetland/infiltration basins with a minimum of one hundred thirty thousand (130,000) square feet of vegetation.

4.2.2.5 Install a minimum of one thousand eight hundred (1,800) square feet of rockery wall face.

4.2.2.6 Install a minimum of ten thousand (10,000) square feet of permeable pavers and boardwalk.

4.3 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.

5. Construction and Implementation

5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.

5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.2 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.

5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.

5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.

5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.

6. Stakeholder Outreach

6.1 Install interpretive educational elements describing the benefits of the Project. Submit a draft design of interpretive elements to the Project Manager for comment prior to installation.

6.1.1 Submit photo documentation of the installed elements to the Project Manager.

A.3 PROGRESS REPORTS.

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

A.4 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.5 FINAL REPORTS.

(a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:

(1) Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.

(2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the FAAST system.

(3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

(4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.

(b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.6 SIGNAGE.

The Recipient must place a professionally prepared sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):





"Funding for this project has been provided in full or in part under the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

A.7 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As Needed
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
2.1	GPS Information		Complete
2.2	Project Assessment and Evaluation (PAEP)		Complete
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		Complete
3.1.2	Final CEQA	Complete	
3.2	List and Signed Approvals, Entitlements and Permits	September 30, 2022	
4.	Planning, Design, and Engineering		
4.1	Design Report		Complete
4.2	100% Plans and Specifications	Complete	
4.3	Advertised Bid Documents and Bid Summary		Phase 1: August 2022 Phase 2: April 2023
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	Phase 1: September 30, 2022 Phase 2: May 31, 2023	
5.3	Proposed Changes During Construction		As Needed
5.4	As-Built Drawings and Summary of Changes	October 31, 2023	
5.5	Operations and Maintenance Plan		November 2023
6.	Stakeholder Outreach		
6.1	Draft Interpretive Elements		October 2023
6.1.1	Photo Documentation of the Installed Elements		October 2023

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
REPORTS			
A.3	Progress Reports	Quarterly	
A.4	As Needed Reports		As Needed
A.5	Final Reports		
A.5(a)(1)	Draft Final Project Report	December 31, 2023	
A.5(a)(2)	Final Project Report	January 31, 2024	
A.5(a)(3)	Final Project Summary	Before Work Completion Date	
A.5(a)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING TERMS			
B.6(e)	Reimbursement Requests	Quarterly	
B.6(i)	Final Reimbursement Request	March 31, 2024	
EXHIBIT D – SPECIAL CONDITIONS			
D.1	Executed Legal Opinion	Before Disbursement of Project Funds	

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.

This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient’s Match Contribution.

Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient’s Match Contribution.

If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient’s Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient’s failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

Budget costs are contained in the Project Cost table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION*	OTHER FUNDING	TOTAL PROJECT COSTS
Direct Project Administration Costs	$0	$384,190	$0	$384,190
Planning/Design/Engineering /Environmental	$0	$5,068	$569,842	$574,910
Construction/Implementation	$6,922,904	$1,479,328	$469,150	$8,871,382
Monitoring/Performance	$0	$0	$0	$0
Education/Outreach	$0	$449	$33,263	$33,712
TOTAL	$6,922,904	$1,869,035	$1,072,255	$9,864,194

*Match Reduced. The Project benefits a disadvantaged community.

Project Funds will not be disbursed until CEQA documents, permitting, access negotiations and other required approvals are complete.

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

(a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to A.2 Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and

rates must be approved, in advance and in writing, by the Project Manager.

(b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.

(c) The sum of adjusted line items shall not exceed the total budget amount.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.

(b) Reimbursement Requests must contain the following information:

(1) The date of the request;

(2) The time period covered by the request, i.e., the term “from” and “to”;

(3) The total amount requested;

(4) Documentation of Match Contribution used;

(5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board’s approved procedures, of the Recipient’s Project Director or his/her designee; and

(6) The Final Reimbursement Request shall be clearly marked “FINAL REIMBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Reimbursement Request Date.

(c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board’s approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board’s approved

procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

(d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

(e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.

(f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

(g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

(h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return

such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

(i) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.

(j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

(k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

(l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

(m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx as of the date costs are incurred by the Recipient.

(n) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.7 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.8 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any

remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 PROGRAMMATIC CONDITIONS.

Prior to the disbursement of Project Funds, the Recipient must submit an opinion of general counsel, satisfactory to the Division and Division's counsel, certifying that the Recipient has obtained sufficient property rights in the Project property for the purposes contemplated in the Agreement and that those property rights extend throughout the term of the Agreement.

D.2 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:

  a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.

  b) Failure to operate the Project, unless the Division has given its approval for such non-operation;

- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2," in effect as of the execution date of this Agreement.

- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- “Match Contribution” means funds provided by the Recipient towards the Project Costs incurred after the approval of Proposition 1 (November 4, 2014) and prior to the Work Completion Date as stated on the Cover Page of this Agreement. Funds spent on ineligible Project Costs do not constitute Match Contribution.

- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.

- “Recipient” means City of South Lake Tahoe.

- “Useful Life” means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of the Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

D.4 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.5 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.6 ENVIRONMENTAL CONDITIONS.

The document identified below is incorporated by reference and the Recipient shall comply with all applicable measures, conditions, and recommendations therein related to Biological Resources (BIO-1), Cultural and Tribal Resources, Hydrology & Water Quality:

- Initial Study/Mitigated Negative Declaration/Initial Environmental Checklist, City of South Lake Tahoe's Tahoe Valley Stormwater and Greenbelt Improvement Project (May 9, 2019).

In the Recipient's Progress Reports and Final Project Reports, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with these measures, conditions, and recommendations.

D.7 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.8 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

D.9 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.10 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.11 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

(a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

(1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

(2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);

(3) Loss, theft, damage, or impairment to the Project;

(4) Events of Default, except as otherwise set forth in this section;

(5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

(6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or

(7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of the following events:

(1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;

(2) Consideration of dissolution, or disincorporation;

(3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

(1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

(2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

(3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

(5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;

(6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

(7) Any event requiring notice to the Division pursuant to any other provision of this Agreement;

(8) The award of the prime construction contract for the Project and initiation of construction of the Project; and

(9) Work Completion, and actual Project Completion.

D.12 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.13 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.14 STATE PROGRAM REQUIREMENTS.

- Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contribution shall not be used to acquire land via eminent domain.

- Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).

- SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by

2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- Sustainable Groundwater Management Act (SGMA) Compliance (Wat. Code, § 10720-10737.8). To the extent required under SGMA, the Recipient shall comply with the following:
    - If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to the Department of Water Resources (Wat. Code, § 10735.2 (a)(1)).
    - If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
    - If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

D.15 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.

- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.

- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.

- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.16 EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals

or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

(a) Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

(b) Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

(c) Direct support to the government and people of Ukraine.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 11

Agenda Item: Community Development Block Grant CV1 Subrecipient Agreement Amendment 2 for Catalyst Family Inc.

Executive Summary: In May 2021, the City received $138,951 in Community Development Block Grant (CDBG) Coronavirus Response Round 1 (CV1) grant funds. The City entered into a Subrecipient Agreement with Catalyst Family, Inc. to utilize CDBG-CV1 funds for childcare services. Catalyst Family, Inc. is requesting an amendment to the Subrecipient Agreement to revise the scope of work and increase the agreement funding amount. Catalyst Family, Inc. created the Pathways to Education Fund, which provides educational assistance to their staff. If the Subrecipient Agreement amendment is approved, Catalyst Family Inc., would provide educational assistance to their staff, continue to do outreach and market the different services they offer to the community, and the new scope of work will also include COVID 19 prevention training for their staff and grant management payroll cost. The amended agreement would include a new budget of $106,176 and a term ending May 1, 2023.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute the Subrecipient Agreement Amendment 2 with Catalyst Family Inc., extending the term for an additional year to May 1, 2023, and increasing the budget from $96,750 to $106,176 with a revised scope of work.
Responsible Staff Member: Lydia Zuniga, Housing Programs Coordinator

Responsible Staff Member: Lydia Zuniga, Housing Programs Coordinator (530) 542-7417

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

Attachments:

01-Staff Report - Subrecipient Agreement Amendment 2 with Catalyst Family.docx
02-C-101-2021 - Catalyst Family Subrecipient Agreement
03 - Catalyst Family Subrecipient Agreement Amendment 1
04-Catalyst Family Subrecipient Agreement Amendment 2

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

Meeting Date: September 6, 2022

Title: Community Development Block Grant CV1 Subrecipient Agreement Amendment 2 for Catalyst Family Inc.

Location: Citywide

Responsible Staff Member: Lydia Zuniga, Housing Program Coordinator (530) 542-7417

Background: On August 11, 2020, the City Council adopted Resolution No. 2020-072 Coronavirus Response Grant. The Resolution authorized staff to apply for a Grant Application in the amount of $138,951 with the State Department of Housing and Community Development (HCD) for the Community Development Block Grant (CDBG) Coronavirus Response Round 1 (CV1) for Childcare Services. On May 3, 2021, staff received the Award Notification Letter in the amount of $138,950 with a performance period of 5/6/2021 to 5/6/2022. The City has subsequently received approval from HCD to extend the Standard Agreement term until 6/23/2023.

During the City Council meeting of September 7, 2021, the Council approved Subrecipient Agreements with the Boys and Girls Club of Lake Tahoe and Catalyst Family Inc. The Boys and Girls Club of Lake Tahoe agreement included an activity delivery budget of $42,775 and Catalyst Family Inc., activity delivery budget was $96,750. An amendment to the Subrecipient Agreement with Catalyst Family Inc to extend the term to end on November 6, 2022, was executed on April 27, 2022.

Issue and Discussion: The Boys and Girls Club of Lake Tahoe has been reimbursed $32,420.64 for salaries, cleaning supplies, safety equipment, tents, and extra payroll costs associated with Coronavirus response. Staff was informed by the Boys and Girls Club of Lake Tahoe that the agency would not be spending the remaining grant funded amount.

Catalyst Family, Inc., has not been able to proceed with reimbursements for the originally proposed staffing and training activities due to potential duplication of benefit from other funds. Catalyst Family, Inc has requested to amend the scope of work and has expressed interest in pursuing the remaining funds unused by the Boys and Girls Club. Catalyst Family Inc. created the Pathways to Education Fund, which provides educational assistance to their staff. If the Subrecipient Agreement amendment is approved, Catalyst Family Inc., would provide educational assistance to their staff, continue to do outreach and market the different services they offer to the community, the new scope of work will also include COVID 19 prevention training for their staff and grant management payroll cost. The amended agreement would include a new budget of $106,176 and a term ending May 1, 2023.

The Development Services Department has received approval from HCD to revise the Standard Agreement scope of work and budget consistent with the request from Catalyst Family Inc.

Financial Implications: Activities associated with this action are grant funded through CDBG Award/Contract number 20-CDBG-CV1-00075 and are accounted for in the CDBG Economic Development fund, 256-06021-33247 CDBG CV1Grant revenue account and 256-06021-42020 Professional Services expense account. $32,420.64 of the $138,950 grant has been spent with the remaining $106,530 budget available in the account.

Environmental Considerations: The recommendation in this report 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, Section 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 action would be part of the City's continuing emergency response to the COVID-19 crisis and is consistent with use of Federal funding provided by HCD.

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SUBRECIPIENT AGREEMENT*

AGREEMENT BETWEEN CITY OF SOUTH LAKE TAHOE
AND
CATALYST FAMILY INC.
FOR
2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 1

THIS AGREEMENT, entered this 7th day of September, 2021 by and between the City of South Lake Tahoe (herein called the "Grantee") and Catalyst Family Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2020 Coronavirus Response Round 1 grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity — Catalyst Family Incorporated located at 1029 Takela Drive Suite #2, South Lake Tahoe provides childcare services to low- and moderate-income families. The center offers homework support and academic enrichment actives, 30Fit, clubs, and open recreational programs. With the CDBG CV1 funding the center will hire two (2) additional staff for the year ahead. By doing such, the center will enroll an additional eight (8) preschool age children per teacher or fourteen (14) school age children per teacher. Catalyst Family Inc. also requested funds to support the marketing and recruitment efforts for these positions. Due to the COVID-19 pandemic, the agency had to reduce the group sizes, therefore additional staffing is necessary.

General Administration Grantee will set-up the grant administration files and will monitor the grant contract to ensure full compliance with HCD guidelines. For example, Grantee will review and track all expenditures prior to submitting reimbursement requests. Grantee will also maintain appropriate records and documentation to satisfy any audit requirements including proper closeout of the grant.

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B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.*

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the low and moderate income persons National Objective by implementing childcare and youth services to serve low and moderate income families.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following minimum levels of program services:

Activity	Total Units
Childcare Services *8-14*	*[# of Units]*

Units are defined as Low and Moderated clientele, which are children served

D. Staffing

The following Subrecipient staff will be allocated to provide the services described in Section 1.A above:
Patricia Rodriquez, Catalyst Kids Program Director
Alexis Hughes, Assistant Site Supervisor

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of September 2021 and end on the 6th day of May of 2022.

*Sample Form Only. Not to be Used as a Legal Contract.

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III. BUDGET

Line Item	Amount:
Salaries	$93,750.00
Reproduction/Printing/ Advertising	$ 3,000.00
TOTAL	$96,176.00

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $96,176.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee:

Development Services Department
City of South Lake Tahoe
1052 Tata Lane
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

Subrecipient:

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Catalyst Family, Inc
1029 Takela Drive, Suite #2
South Lake Tahoe, CA 96150

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Hilary Roverud	Susan Dumars
Director of Development Services	President
City of South Lake Tahoe	Catalyst Family, Inc.
(530) 542-6024	(916) 286-7881
hroverud@cityofslt.us	sdumars@catalystfamily.org

VI. SPECIAL CONDITIONS

Subrecipient must utilize funding to address a community child care issue that is related to the COVID-19 Pandemic and provided to residents within the City of South Lake Tahoe..

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

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C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;

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d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.

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6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Federal Government or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

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The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with City and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to

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be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. 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

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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;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

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- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date September 7, 2021

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

[Grantee] [Subrecipient]

By Joe Irvin
Joseph Irvin, City Manager

By Susan Dumars
Title Susan Dumars , President

Attest
Susan Blankenship, City Clerk

Fed. I. D. # 94-2376637

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Heather Stroud
Heather Stroud, City Attorney

CITY OF
SOUTH LAKE TAHOE

Development Services Department

Amendment #1 to Subrecipient Agreement for the 2020 Community Development Block Grant (CDBG) Program Coronavirus Response Round 1

This Amendment is made on April 25, 2022 to the SUBRECIPIENT AGREEMENT entered into as of September 7, 2021 by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("CITY"), and Catalyst Family Inc.("Subrecipient"). The parties ("City and Subrecipient") hereby agree to the following amended terms :

1. **Section II of the Subrecipient Agreement is hereby amended as follows:**

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of September 2021 and end on the 6th day of November 2022.

2. All other provisions of the Subrecipient Agreement shall remain in full force and effect.

Authorized Signature

Joseph D. Irwin
Print Name

4/27/2022
Date

Catalyst Family Inc.

Susan Dumars
Print Name

8-24-22
Date

Amendment #2

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF SOUTH LAKE TAHOE
AND
CATALYST FAMILY INC.
FOR
2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 1

This Amendment is made on September 6, 2022 to the SUBRECIPIENT AGREEMENT entered into as of September 7, 2021 by and between the City of South Lake Tahoe a municipal corporation (City) and Catalyst Family Inc. (Subrecipient). The parties ("City" and "Subrecipient") hereby agree

Section I of the Subrecipient Agreement is hereby amended as follows:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2020 Coronavirus Response Round 1 grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity: Catalyst Family Incorporated located at 1029 Takela Drive Suite #2, South Lake Tahoe provides childcare services to low-and moderate-income families. The center offers homework support and academic enrichment actives, 30Fit, clubs, and open recreational programs. With the CDBG CV1 funding the center will provide Pathways to Education funds to eight staff for expenses such as tuition, books, and childcare that will allow them to receive their state certification. In addition, Catalyst will provide information to the public about the job opportunities at the center, the Pathways to Education funds, and the South Lake Tahoe Catalyst Kids center services, including the new infant/toddler services. Expenses will include media advertisements, direct mail, and hiring events. Catalyst will offer current and new staff training via online COVID-19 Prevention Program Training, including additional payroll costs for administering the grant.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following minimum levels of program services:

Activity	Total Units
Childcare Services *8-14*	*39 total – 19 LMI (low to moderate income)*
Preschool Services	*12 total – 7 LMI*
Infant/Toddler Services	*22 total – 12 LMI*

Units are defined as Low and Moderated clientele, which are children served

D. Staffing

The following Subrecipient staff will be allocated to provide the services described in Section 1.A above:

Caitlin Moran, Site Supervisor
ElizaBeth Phillips, Regional Director
2 new FTE Teachers

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 7th day of September 2021 and end on the 1st day of May of 2023.

II. BUDGET

Line Item	Calculation Method	Amount
Catalyst Family Pathways to Education Fund scholarships	Eight staff x maximum of $5,250 scholarship per calendar year x 2 years (fall 2022 and spring 2023)	84,000
Communication and Outreach to recruit and retain staff and increase child enrollment	Media advertisements, direct mail, public relations interviews, and hiring events.	10,933
Total Direct		**94,933**
Other	Direct x 11.843 percent	11,243
Total		**106,176**

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

2. All other provisions of the Subrecipient Agreement shall remain in full force and effect

Date _____

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

[Grantee] [Subrecipient]

By_____ By_____
Joseph Irvin, City Manager Susan Dumars, President

Attest_____
Susan Blankenship, City Clerk

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
Heather Stroud, City Attorney

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 12

Agenda Item: Agreement with Trella Tahoe, Inc. for Snow Removal Operations

Executive Summary: Staff is requesting City Council to approve the Professional Services Agreement with Trella Tahoe, Inc for snow removal operations. This snow removal agreement will provide services for the Airport, Fire Department, and Police Department with the removal of snow from their facilities. Also, this agreement will remove snow from the Fire Rescue Facility, plus an on-call portion, if needed. The total amount of this contract will not exceed $94,600.00 and this agreement would begin on November 1, 2022.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute a contract with Trella Tahoe, Inc. for services related to snow removal operations at the Airport, Fire Department, Police Department, and Fire Rescue Facility, plus on-call service as needed for a term of November 1, 2022 to April 30, 2023 in an amount not to exceed $94,600.00.
Responsible Staff Member: John Dickinson, Airport Manager

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Snow Removal Agreement - Trella.docx
02-Trella Tahoe Proposal.pdf
03-Professional Service Agreement with Trella Tahoe, Inc. for Snow Removal Operations.pdf

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

Meeting Date: September 6, 2022

Title: Professional Services Agreement with Trella Tahoe, Inc. for Snow Removal Operations

Location: Police Department, City Hall/Airport, Fire Department, and Various City Facilities/Roadways

Responsible Staff Member: John Dickinson, Airport Manager (615) 305-5850

Background: The City used an outside contractor for the Airport Facilities, Fire, and Police Departments to assist with snow removal and operations annually. The City issued a Request for Proposal on July 1, 2022, for Snow Removal Operations during the 2022/2023 winter season. These services include Lake Tahoe Airport 1901 Lisa Maloff Way, Police Department facility at 1352 John Boulevard, three Fire Stations at 2101 Tahoe Blvd, 2951 Lake Tahoe Blvd, 1252 Ski Run Blvd, and Fire Rescue training facility at 1195 Rufus Allen Blvd. Finally, the services may also include various other areas within the City's jurisdictional boundary, on an hourly basis, based on need.

Issue and Discussion: These services will close the resource gap and allow the City to manage the Airport Facilities, Police Department, and Fire Department with little issue. In addition, the Contract will allow a not-to-exceed hourly service to provide additional resources to the City, if needed, during heavy storm events or special needs.

The project was advertised on Planet Bids and 13 prospective bidders downloaded the RFP. The City received two bid responses from Trella, Tahoe, Inc., and Mammoth Snow Removal. A three-panel member ranked the two proposals. Trella Tahoe, Inc. was ranked number 1 with a not-to-exceed contract amount of $94,600.00, including the optional services (See Attachment 2). Overall Scores between three (3) panel members are shown below:

Rank	Firm	Cumulative Score
1	Trella Tahoe Inc.	284
2	Mammoth Snow Removal	224

The Contract break-down of cost include:

- Airport Property: $49,500.00
- Police Department Snow Removal Operation: $9,000.00
- Fire Department Snow Removal Operation (3-sites): $17,700.00
- Fire Rescue Facility: $3,400.00
- On-Call Additional Facilities or Roadway (on an As-Needed basis): $15,000.00

The on-call component of the Contract will be used if needed to manage storm events. Optional services will be used if there are staffing deficiencies or equipment breakdowns. The optional provision will allow the Public Works Department to respond to community needs appropriately.

Financial Implications: The Snow Removal contract will be funded through budget items 501-05120-42025 Airport Terminal Building/Contract Services ($40K available in FY 2023 approved budget), 207-03610-42025 Snow Removal/Contract Services ($50K is available in FY 2023 approved budget), and 100-03310-42025 Facilities Maintenance/Contract Services ($5K is available in FY 2023 budget). In order to charge only eligible snow removal costs to the reimbursable Snow Removal Fund 207, budget transfers between funds will be requested during FY 2023 mid-year budget review process.

Environmental Considerations: The Project is considered Categorically Exempt (CE) from review under CEQA under CEQA Guidelines section 15301 (Existing Facilities) because it consists of the operation of existing public facilities and mechanical equipment involving negligible or no expansion of use.

Policy Implications: This is a regular City operation, and there are no policy implications.

Trella Tahoe Inc.
930 Mule Deer Circle,
South Lake Tahoe, CA 96150
530-318-8537
phil@trellatahoe.com
www.trellatahoe.com

We are honored to be included in the following Request for Proposal #AIRPORT070122. Thank you for your time and consideration.

Trella Tahoe Inc. is a locally owned and operated family run business. Although just established in 2019, we at Trella Tahoe Inc. have over 15 years of experience with snow removal in the Lake Tahoe region. We are equipped with multiple unique pieces of equipment that have been proven to work successfully without hiccup at your properties for several years and will produce a clean and thorough job while have little to no negative impact to your property.

Our company currently employs six seasonal employees of whom will all be a part of this opportunity during snow events. This ensures 24-hour service for the not so normal timing of snowstorms in the sierras. We own several pieces of proven effective equipment that will be dispatched to the proposed properties during snow removal events which all have an average age of less than 10 years old. Our equipment will be stored with in a 5-minute drive to your properties ensuring our dispatch time will second to none. The owner Phil Trella, a lifelong resident of South Lake Tahoe, has had many years of experience clearing and managing the airport property with a former contractor. Trella Tahoe serviced all proposed properties last year without complaint and we will consistently be monitoring weather conditions to keep your property cleared and maintained regardless of storm size or duration.

Trella Tahoe has completed several seasonal contracts including the 2021/ 2022 seasonal snow removal with the City of South Lake Tahoe, we remain in good standing with all our prior year snow removal customers.

Please do not hesitate to contact me at any time if there is any questions or comments on how we can continue to provide you with the excellent service you have come to expect from us in the many past years!

List of Equipment

Trella Tahoe Inc. will use a combination of the following equipment with up Six to operators for each snow removal event. Any of these machines with operator will be available after the contracted work is complete for any additional assistance The City may need throughout the winter.

A. Caterpillar 938GII loader with Metal Pless Plowmaxx snow blade/pusher combination, also bucket if needed

B. Caterpillar 924K loader with Metal Pless Plowmaxx snow blade/pusher combination, also bucket if needed.

C. Caterpillar 950 with push box, angle blade. Or bucket.

D. Multihog Mx 120 tractor with 80” industrial snow blower (this is the nearly the same machine the airport is purchasing for city employee use)

E. Bobcat A300 high flow all steer loader with 84” industrial snow blower, or Metal Pless Plowmaxx

F. 2 Chevrolet 3500 pickup trucks with angle snowplows

G. 2 Honda HS928 walk behind snow blowers

Bid Results

Bidder Details

Vendor Name	Trella Tahoe Inc.
Address	930 Mule Deer Cir South Lake Tahoe, California 96150 United States
Respondee	Phil Trella
Respondee Title	president
Phone	530-318-8537
Email	phil@trellatahoe.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	07/28/2022 1:49 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	299472

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
cover letter equipment list 2022 City of SLT.docx	cover letter equipment list 2022 City of SLT.docx	Cover Letter and List of Equipment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$19,500.00		
1	1		Airport Access Road Lisa Maloff Way (Public Street)	Lump Sum	1	$19,500.00	$19,500.00	Yes	
Section 2							$7,750.00		
2	2		Airport Parking Lot	Lump Sum	1	$7,750.00	$7,750.00	Yes	
Section 3							$22,250.00		
3	3		Airport Hangar Areas	Lump Sum	1	$22,250.00	$22,250.00	Yes	
Section 4							$9,000.00		
4	4		Police Station Headquarters	Lump Sum	1	$9,000.00	$9,000.00	Yes	
Section 5							$5,900.00		
5	5		Fire Station 1	Lump Sum	1	$5,900.00	$5,900.00	Yes	
Section 6							$5,900.00		
6	6		Fire Station 2	Lump Sum	1	$5,900.00	$5,900.00	Yes	
Section 7							$5,900.00		
7	7		Fire Station 3	Lump Sum	1	$5,900.00	$5,900.00	Yes	
Section 8							$3,400.00		
8	8		Fire Training Center	Lump Sum	1	$3,400.00	$3,400.00	Yes	
Section 9							$240.00		
9	9		On-Call Services Per Hour/Per Manned Equipment Rate Anywhere	Hourly	1	$240.00	$240.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$19,500.00**
Section 2	**$7,750.00**
Section 3	**$22,250.00**
Section 4	**$9,000.00**
Section 5	**$5,900.00**
Section 6	**$5,900.00**
Section 7	**$5,900.00**
Section 8	**$3,400.00**
Section 9	**$240.00**
Grand Total	**$79,840.00**

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1st day of November 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Trella Tahoe, 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 on November 1, 2022 at 12:01 AM PDT and continue until 11:59 PM PDT April 30, 2023.

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 **$94,600.00** 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.

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:
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100.
South Lake Tahoe, CA 96150
Email: jdickinson@cityofslt.us
Tel: (530) 524-6182

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

Email: hstroud@cityofslt.us
Tel: (530) 542-7478

If to Consultant: Phil Trella, Owner
Trella Tahoe, Inc.
930 Mule Deer Circle
South Lake Tahoe, CA 96150
Email: phil@trellatahoe.com
Tel: (530) 318-8537

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. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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_____

Joseph Irvin, City Manager

CONSULTANT: TRELLA TAHOE, INC.

By _____

Phil Trella, Owner

Business License # 011500

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

Attachments:

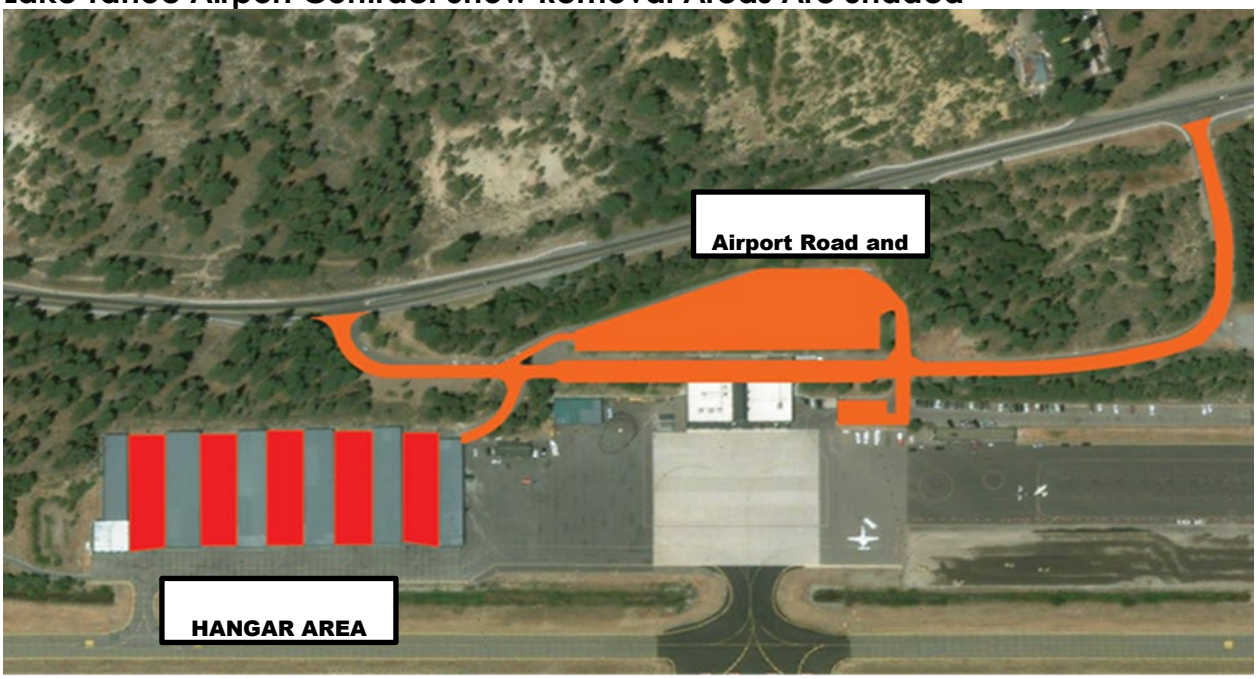
Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D- Proof of Workers Compensation Insurance and General Commercial Liability Insurance

EXHIBIT A

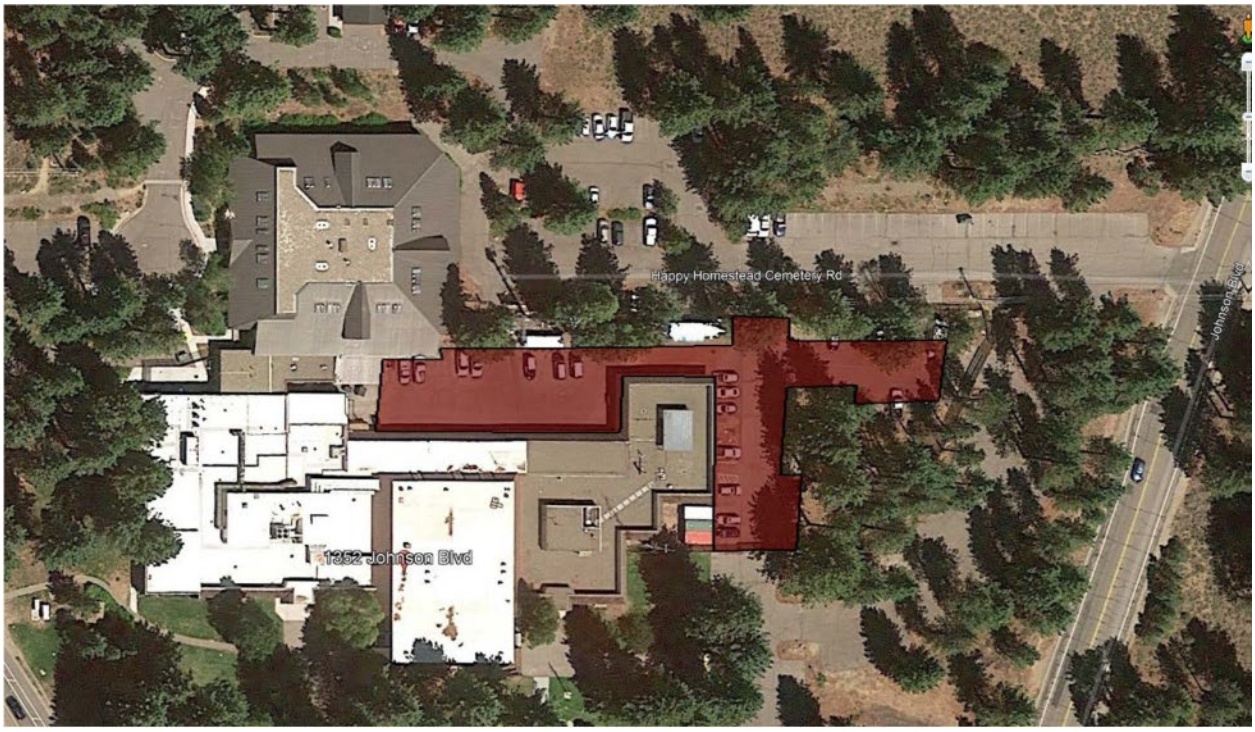
SCOPE OF SERVICES

The Contractor will provide equipment and manpower necessary to clear snow from the Lake Tahoe Airport Public Parking Lot, Airport Road, and Hangar Rows, as shaded areas in the map for **a six-month contract period. Contracts start on November 1, 2022 and span until April 30, 2023. All contracts with the City of South Lake Tahoe require a contractor to maintain a City of South Lake Tahoe Business License. A City of South Lake Tahoe Business License can be obtained online from the address:** https://cityofslt.us/451/Business-Professions-Tax

Lake Tahoe Airport Contract Snow Removal Areas Are Shaded

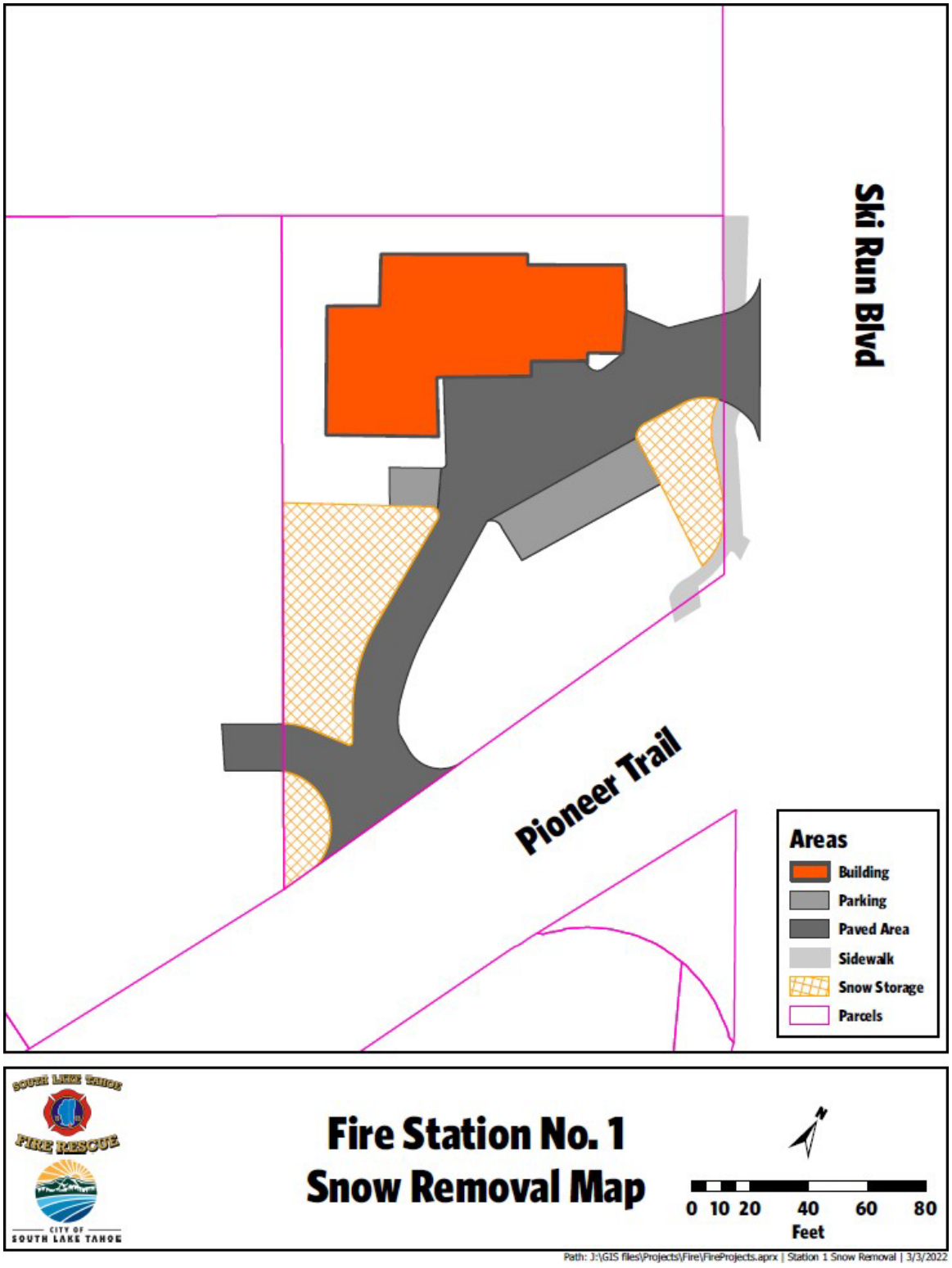


City Police Station Headquarters Snow Removal Areas are Shaded



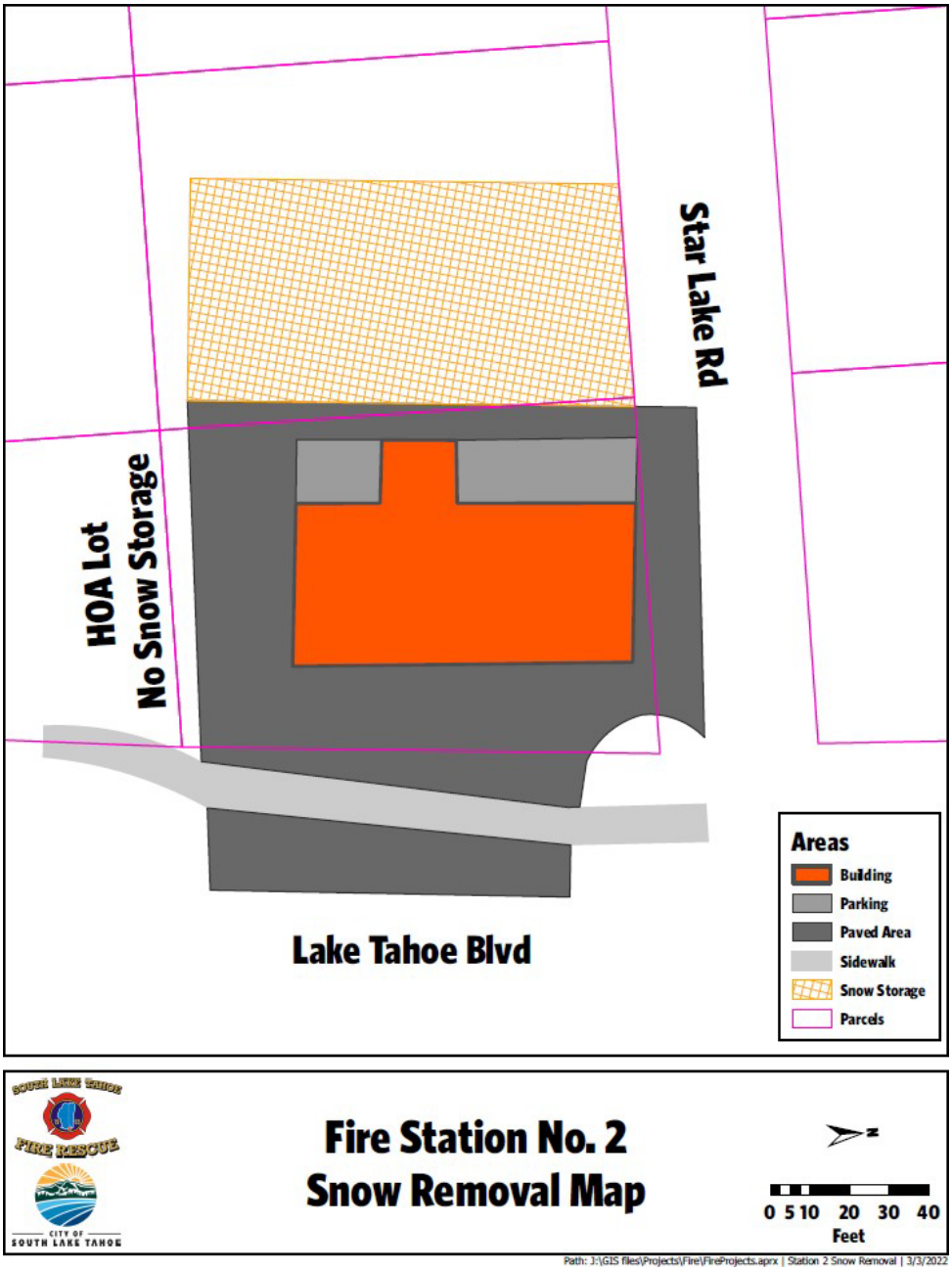
1352 Johnson Boulevard, South Lake Tahoe, CA 96150

City Fire Rescue Station 1 Snow Removal Areas are Shaded



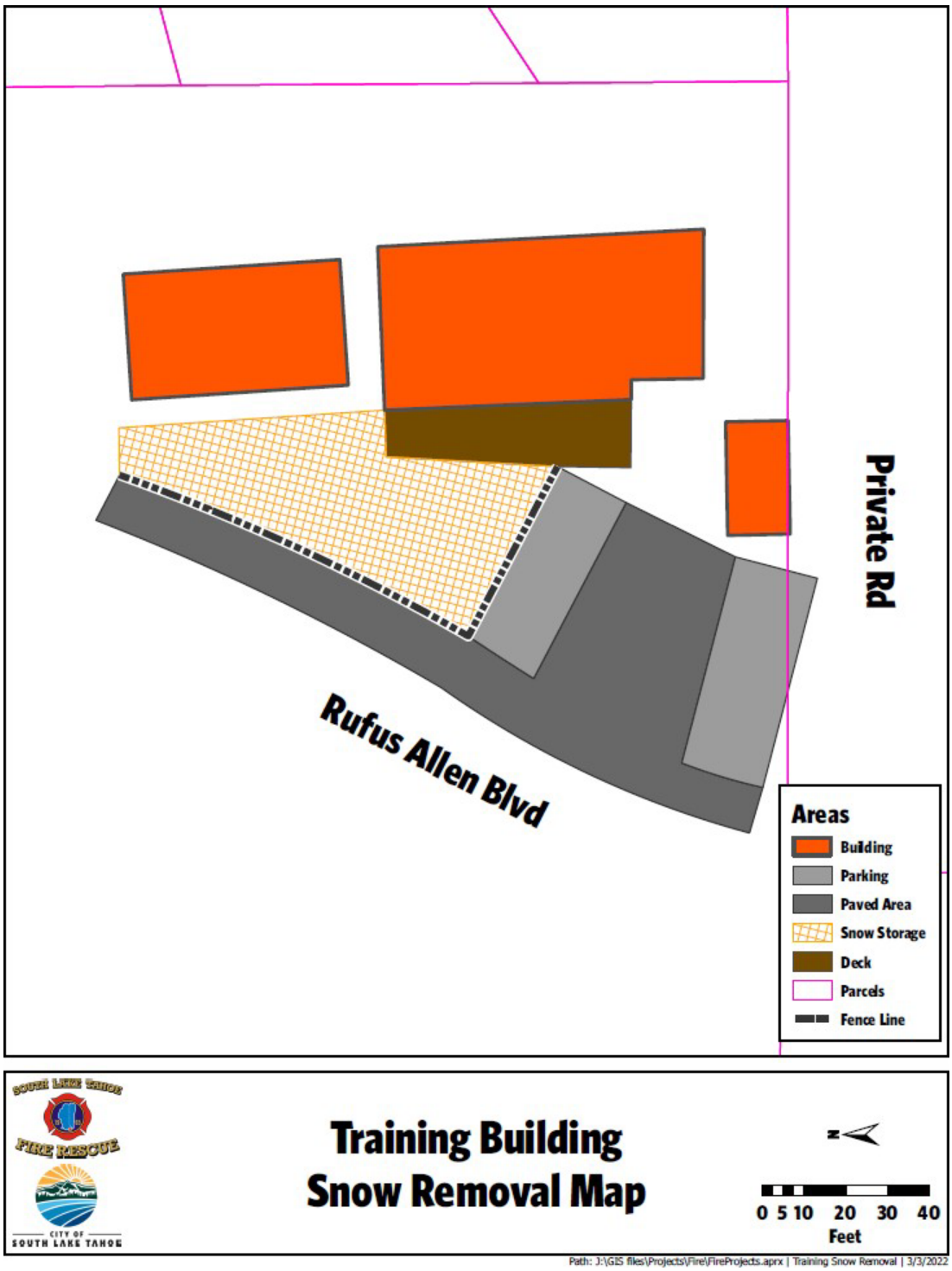
1252 Ski Run Boulevard, South Lake Tahoe, CA 96150

City Fire Rescue Station 2 Snow Removal Areas are Shaded



2951 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150

City Fire Rescue Training Center Snow Removal Areas are Shaded



1195 Rufus Allen Boulevard, South Lake Tahoe, CA 96150

City Police Station Headquarters

All paved parking Areas inside fence will be cleared, dirt road between two parking areas will be cleared, entrance nearest the cemetery will be cleared.

City Fire Rescue Stations

At the four Fire Rescue Facilities identified the standard to start snow removal operations is when 3" or more of snow is observed on pavements at any one of the facilities. The snow should not be allowed to accumulate more than 3" at any Fire Station as these are mission critical infrastructure to the community. During a prolonged winter storm event, a Contractor should plan on multiple site visits to the Fire Rescue Stations to ensure that snow accumulations remain 3 inches or below during a 24-hour period. Please note these facilities are staffed 24/7/365. Graveyard shift work maybe required. The ramp areas and vacant parking should be cleared for station shift change scheduled at 0600 hours daily. The Fire Rescue Training Facility located at 1195 Rufus Allen Boulevard, South Lake Tahoe, CA 96150 can be cleared once a day rather than at the 3-inch snow depth limit. Clearing can occur late morning through early afternoon as Contractor schedule permits. Snow storage locations are depicted on maps provided by Fire Rescue.
All paved parking areas will be cleared at Fire Stations 1, 2, and 3 and the fire station training facility. This contract includes 2101 Lake Tahoe Blvd, 2951 Lake Tahoe Blvd, and 1252 Ski Run Blvd and 1195 Rufus Allen Blvd.

Lake Tahoe Airport

At the airport on the North face of the hangars, the Airport is requesting that during snow clearing hangar building that a push snow blower or tracked blower be employed to clear snow between the face of the building to a distance of 4-5 feet out from the building face for each hangar building. The remaining snow can be removed using a loader or comparable equipment.



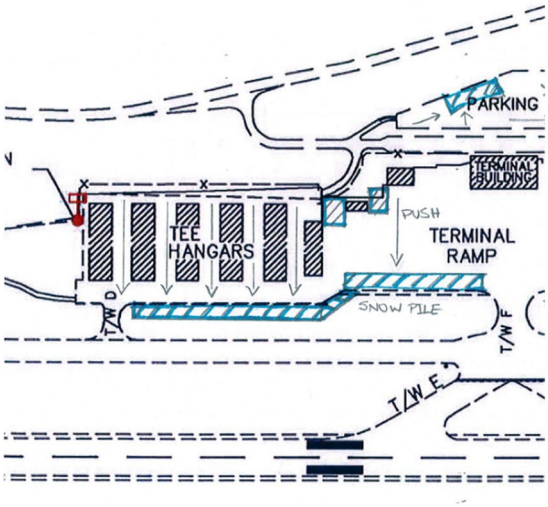
Mechanical snow removal operations will commence after snow accumulations on airport property reaches three (3) inches or greater in accumulated snow depth. The snow contractor will be expected to dispatch a removal crew when these conditions are observed. The airport will not be required to request service. The airport will only request service if it discovers that a snow removal crew was never dispatched by the contractor.

The date and times of service under this contract are dependent on local winter weather conditions and can require multiple site visits should snow accumulations reach more than 3" more than once in a 24-hour period.

The airport is open seven days a week, 365 days per year. The Snow Removal Contractor agrees to meet its obligations to clear snow from 0500 am – 10:00 pm when conditions warrant.

When snow conditions exist on the ground at a depth of 3" or greater, the Contractor. agrees to clear a route along Lisa Maloff Way (formerly Airport Road) to allow for entry and exiting of vehicles and at minimum of fifteen (15) vehicle spaces at the public airport parking lot by 6:30 a.m. to allow the opening of City/Airport/Tenant offices at 7:00 am daily. Additional vehicle parking spaces can be cleared after the initial 15 spaces are available at 6:30 a.m.

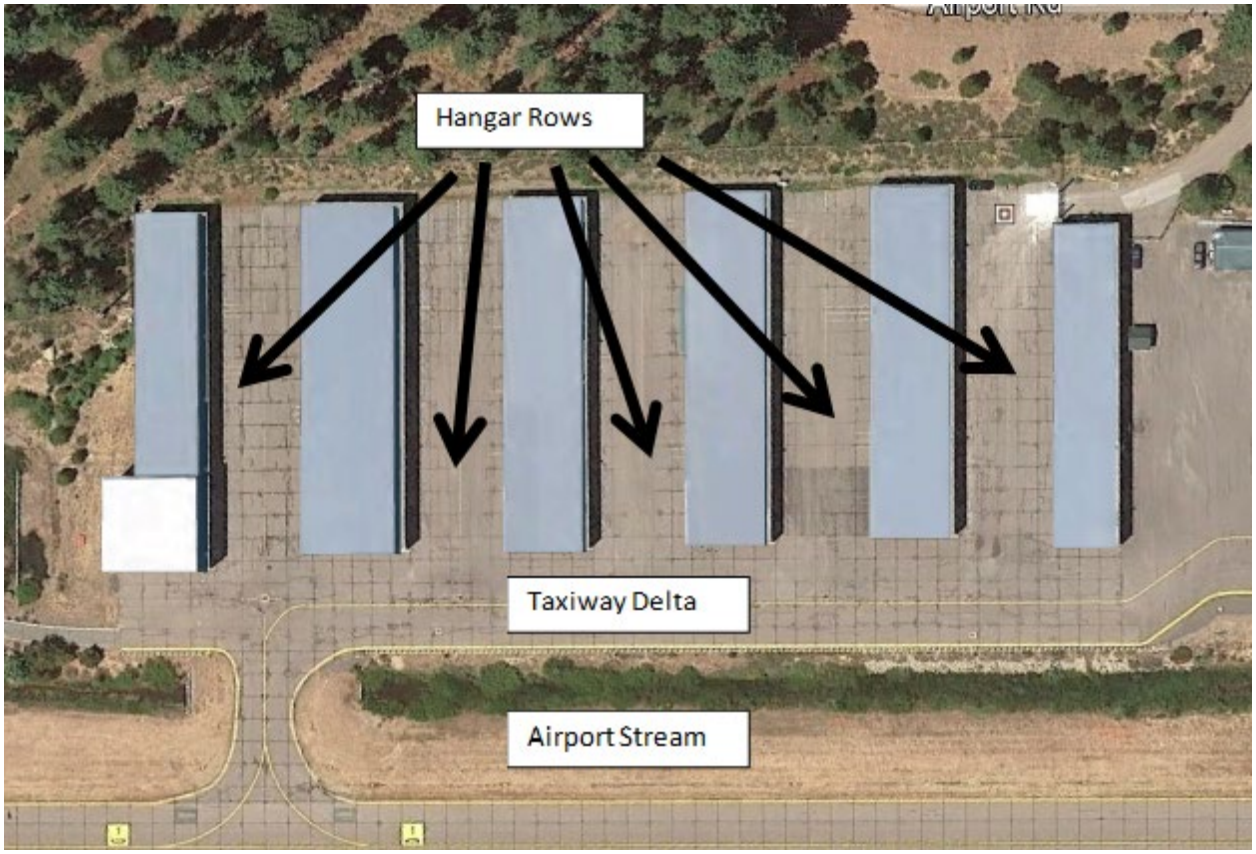
Contractor agrees to adhere to the Lake Tahoe Airport Winter Operations Plan provided (Exhibit A). Contractor is to complete snow removal operations in the following priority order:



1. Clear snow from the surface of Lisa Maloff Way and ensure snow berms created from U.S. Hwy 50 (Caltrans) snow removal operations are removed allowing access into and out from the airport. Clear snow starting at the terminal frontage curbs and pile snow west along the sidewalk and retaining wall in front of the parking lot. Clear fifteen vehicle parking spots along the Eastern row of the public airport parking lot during any storm daily before 06:30 am Pacific Time (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by Contractor in one day if conditions warrant)

2. Clear the remaining vehicle parking spaces in the public parking lot by pushing snow West towards U.S. Highway 50. Clean up snow on Airport Road providing for two lanes at the entry and exit and the single lane road access to the City owned hangars and the other single lane road access to Gate V1. (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by the Contractor in one day if conditions warrant)

3. Contractor will clear in between hangar buildings pushing snow east and piling the snow as far East along Taxilane Delta. Snow will be piled on Taxilane Delta in a manner that allows for City personnel to use a Kodiak blower to throw the snow accumulated from the hangar rows into the West Airport Storm Water Ditch. There are two solutions. Solution one is to use a loader to push and pick up snow depositing it into the stream area (clear of the taxiway surface). Solution two is to spread the snow out along Taxiway Delta so that it is no more than 5 feet high (tall) so that the Airport Kodiak can come in after and blow the snow into the stream area. The snow depth on hangar taxilanes between buildings should not exceed 36 inches before initiating snow clearing operations. A multiday winter storm event may require multiple snow removal response efforts to prevent snow from accumulating to an excessive depth.



The Contractor agrees to clear hangar rows in a timely manner post-storm event or upon request by the airport.

The Contractor is not responsible for the following snow removal activities at the Airport under this contract:

A. Sanding of roadway, parking lot or any paved areas,
B. Clearing of snow from sidewalks and pedestrian areas,
C. Clearing of snow from areas not specified in this contract unless directed by the Airport Manager through on-call services specified in this RFP,

D. Placing any snow melt chemicals on any surfaces at the airport,

At no time and under no circumstances will Snow Removal Contractor equipment or personnel access Runway 18/36 without the expressed permission of the airport manager. The Contractor acknowledges that aircraft, rotorcraft, and emergency vehicles have right of way at all times.

No Show
Failure to initiate snow removal at the airport when 3 inches of snow is present on the pavement will result in a $500.00 deduction per occurrence from the contract price. City Officials will contact the snow removal contractor if City Fire, Police or Airport management observes that a response has not yet been initiated by the snow removal contractor. Failure to respond within a three-hour period after telephone notification from City officials is considered a "no-show" and will be subject to the $500 deduction in payment. City Officials will only call the snow removal contractor in the event that 3 inches or more snow is observed on the ground at one of the City facilities identified in this RFP: (Airport, Police Station, Fire Stations 1, 2 & 3). No show provisions do not apply to on demand call outs made for snow removal services based on City need. These will be coordinated as needed between the Contractor and the City.

1. Contract is subject to California Prevailing Wages

Pursuant to California Department of Industrial Relations Public Works Case 2016015 (found following this section), the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof apply to the Contractor, and any subcontractor, of any tier for snow removal services. California Labor Code section 1773.51 requires the Contractor to pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Depa11rnent of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

The Contractor is required to register with the California Department of Industrial Relations (DIR) at https://www.dir.ca.gov/Public-Works/Contractors.html before initiating work on this project. Notice to Proceed will not be granted by the City until proof of registration with the DIR is provided. It is the responsibility of the Contractor to:

- Register as a public works contractor
- Pay prevailing wages
- Follow apprenticeship requirements
- Maintain and submit certified payroll records to the California Department of Industrial Relations

In accordance with Section 1776(h) of the Labor Code the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with the payroll record requirements in the event of noncompliance. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the City, forfeit One Hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. The Contractor shall be responsible for compliance with this section.

In accordance with Section 1775 of the Labor Code, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which

such worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to Public Resources Code section 75075, the Project shall be subject to the labor compliance program, which shall comply with the requirements of subdivision (b) of Labor Code section 1771.5, including, without limitation, that all Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

Pursuant to California Senate Bill Number 854:

- No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and

  enforcement by the Department of Industrial Relations

Apprenticeship Requirements

All public works contracts valued at $30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than $30,000.

The Division of Apprenticeship Standards (DAS) provides assistance to contractors who need to employ apprentices on public works projects and may grant exemptions to the requirement to hire apprentices.

For More Information on Apprenticeship Requirements

- Please visit the DAS page on public works for information on apprenticeship requirements, forms, exemptions and training fund contributions.
- Contact: DASpublicworks@dir.ca.gov
- Frequently Asked Questions about apprenticeship

Public Works Case No. 2016-015, Snow Removal and Snow Staking Services is Considered "Maintenance" and subject to California Prevailing Wages.

STATE OF CALIFORNIA — EDMUND G. BROWN JR., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Christine Baker, Director
Office of the Director
1515 Clay Street, 17th Floor
Oakland, CA 94612
Tel: (510) 622-3959 Fax: (510) 622-3265

January 31, 2017

Linda Silacci-Smith
Senior Department Analyst
County of El Dorado
360 Fair Lane
Placerville, CA 95667

RE: Public Works Case No. 2016-015
Snow Removal and Snow Staking Services
County of El Dorado

Dear Ms. Silacci-Smith:

This constitutes the determination of the Director of Industrial Relations regarding coverage of the above-referenced project under California's prevailing wage laws and is made pursuant to California Labor Code section 1773.5[1] and California Code of Regulations, title 8, section 16001(a). Based on my review of the facts of this case and an analysis of the applicable law, it is my determination that the snow removal work for the County of El Dorado (County) is a public work subject to the prevailing wage requirements of the California Labor Code.

Facts

The County currently has a contract with Mapes Enterprises to perform snow removal and snow staking work. The work is performed at various County-owned parking lots, handicap spaces, driveways, sidewalks and walkways in order to maintain access to the police station, jail, court, library, vector control, sheriff station and animal services. The snow removal will be done by all-wheel loaders, sand trucks, plow trucks, or walk behind blowers. The snow stakes will be installed and maintained for the purpose of delineating and identifying the areas of the parking lots, driveways, sidewalks and walkways from which snow will be removed.

The scope of services requires the contractor to furnish personnel, equipment, materials, supplies and services necessary to assist the Facilities Division of the Chief Administrative Office by providing snow removal and snow staking services for various County facilities. Billing rates for snow removal and snow staking services are based on an hourly rate. For the months of November through April, the County pays the contractor a minimum of $3,000 per month as a stand-by fee.

[1] All further statutory references are to the Labor Code unless otherwise indicated.

Discussion

Labor Code section 1771 generally requires the payment of prevailing wages to workers employed on public works and also specifically requires prevailing wages for "maintenance" work. Regulations to implement California's prevailing wage laws define "maintenance," in relevant part, as: "[r]outine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired." (Cal. Code Regs., tit. 8, § 16000.) "Janitorial or custodial services of a routine, recurring or usual nature" are excluded from the definition of "maintenance." (*Ibid.*)

A. The Work at Issue Constitutes Maintenance Because it is Routine, Recurring and Usual Work Done for the Preservation, Protection and Keeping of Publicly Owned and Operated Facilities.

The County's contract requires snow to be removed any time snow levels reach or exceed two (2) inches and describes the order and time the snow must be removed by. For that reason, the work in question is routine, recurring and usual, albeit seasonal, in nature. The parking lots, handicap spaces, driveways, sidewalks and walkways are publicly owned or operated. The public uses these public passageways to access County facilities. Snow, if left to accumulate, cuts off access to these passageways, and public use of County facilities such as the police station, the courthouse, and the library is in turn impeded. Removing snow allows the public to safely drive, walk, and otherwise use the public passageways for their intended purposes. Snow removal[2] is therefore necessary to keep publicly-owned or operated facilities in a "safe and continuously usable condition" for which they have been designed. Unless an exception applies, the snow removal is public work because it constitutes "maintenance."

B. The Work at Issue is Not Janitorial or Custodial in Nature.

As an attachment to its request, the County provided Public Works Case No. 95-020, *County of Nevada - Contract for Snow Removal Services* (November 7, 1995) (hereinafter "*County of Nevada*") which states that snow removal is not public works, based on the exception for custodial services. *County of Nevada* reasoned that the snow removal contractor is a caretaker or keeper of the designated roads and therefore is a "custodian" of the roads. Because the snow removal contractor, as a "custodian," performed "custodial services of a routine, recurring or usual nature," *County of Nevada* determined that snow removal fell within the custodial exemption and therefore did not constitute "public works" within the meaning of the Labor Code.

"Custodial" is indeed defined as "relating to, providing, or being protective care or services for basic needs" while a "custodian" is defined as "one that guards and protects or maintains; esp: one entrusted with guarding and keeping property or records or with custody or guardianship of prisoners or inmates." (Merriam-Webster's Collegiate Dict. (11th ed. 2003) p. 308.) The scope of services in the County's contract, however, describes work that goes beyond protective care or services for basic needs. The snow removal contractor here is not protecting or guarding the

[2] As a key component of snow removal, snow stakes identify the areas from which snow is to be removed to help prevent damage to snow removal equipment.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

One Snow Season Price

1.	Lumps Sum Cost Airport Property	$49,500.00
2.	Lump Sum Cost Police Department	$9,000.00
3.	Lump Sum Cost Fire Department	$17,700.00
4.	Lump Sum Cost Fire Rescue Facility	$3,400.00
5.	On-Call Additional Facilities or Roadway	$15,000.00

Estimated fees (not to exceed)	$94,600.00
Travel and out-of-pocket expenses	$0.00
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	$94,600

TIMELINE

Contract starts at 12:01 am on November 1, 2022 and ends on 11:59 pm on April 30, 2023. Snow response requirements are provided in Exhibit A: Scope of Services.

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: Trella Tahoe, Inc.

Phil Trella, Owner

By:_____

EXHIBIT D

Proof of Workers Compensation Insurance and General Commercial Liability Insurance and Commercial Vehicle Insurance

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 13

Agenda Item: Agreement with JYB Solutions, LLC for Custodial Services

Executive Summary: Staff is requesting City Council approve the Professional Services Agreement with JYB Solutions for Custodial Services at City Hall/Airport. This custodial contract will provide the necessary routine cleaning and maintenance needed year-round. The total amount of this contract will not exceed $46,439.00 for year one, to be adjusted annually by the Consumer Price Index. This agreement will be effective on October 1st 2022 for a one-year term with four possible one-year extensions.

Requested Action / Suggested Motions: Pass a Resolution Amending Fiscal Year 2022-2023 Budget by appropriating $46,439.00 from General Fund Undesignated Excess Reserves and authorizing and directing the Mayor to execute an Agreement with JYB Solutions, LLC for the City Hall/Airport Custodial Services for an amount not to exceed $46,439.00 for year one, for a term of one year with four one-year extensions.
Responsible Staff Member: John Dickinson, Airport Manager

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report-Airport Custodial Services.docx
02-JYB Solution RFP Proposal.pdf
03-Professional Services Agreement with JYB for Airport Custodial Services.pdf
04-Resolution for Airport Custodial Services.docx

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

Meeting Date: September 6, 2022

Title: Professional Services Agreement with JYB Solutions LLC for Custodial Service at City Hall/Airport

Location: City Hall/Airport

Responsible Staff Member: John Dickinson, Airport Manager (615) 305-5850

Background: The City issued a Request for Proposal on July 5, 2022, for custodial services for the period of October 1, 2022, to September 30, 2023, with the ability to extend up to four years, at the sole discretion of the City. This service will include cleaning and disinfecting City Hall/Airport. The Project was advertised on Planet Bids. Twenty-three prospective bidders downloaded the Request for Bids.

Issue and Discussion: City Hall/Airport is looking to secure a contract for professional custodial services, which will provide the necessary routine interior cleaning, and specified building maintenance services for areas that need attention. This will allow Airport Staff to perform work on the airfield and other needs to meet FAA and City requirements.

City received two bid responses from JYB Solutions, LLC and Green Pro Service, LLC., and was rated by three-panel members. JYB Solutions LLC. was the top-ranked firm with a bid in the amount of $46,439.00 (See Attachment 2). The total break of the contract is below:

- Cost for the regular service is $44,439.00
- Deep cleaning twice a year $2,000.00

The combined scores between three (3) panel members are listed below:

Rank	Firm	Cumulative Score
1	JYB Solutions, LLC	294
2	Green Pro Services, LLC	258

Financial Implications:

The Custodial Contract with JYB Solutions LLC will be funded through budget item 501-05120-43023 from the Airports budget. Additional funding is required due previous budget discussions and plans to fund custodial services by adding a new permanent full-time position. The new position request was not approved during the budget preparation process and additional funds weren't allocated for the contract services. A budget amendment to fiscal year 2022-2023 budget is required to award this services contract.

Environmental Considerations: Execution of this agreement for janitorial services is not a "project" subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity.

Policy Implications: There are no policy implications resulting from the execution of FY 22/23 City Janitorial Services contract with JYB Solution, LLC.

Bid Proposal
For
Custodial/Janitorial Services
Lake Tahoe City Hall/Airport Terminal

Presented by:
Mr. John Youngblood

JYB Solutions, LLC
24001 Calle De La Magdalena Suite #2401
Laguna Hills, CA. 92654
949-273-1192
www.jybsolutions.com

July 17, 2022

Lake Tahoe Airport
ATTN: Anush Nejad, Director
Public Works
1901 Airport Rd Suite 100
South Lake Tahoe, CA. 91650

JYB Solutions, LLC would like to thank you for the opportunity for allowing us to submit a bid proposal for the City of Lake Tahoe. We are pleased to submit the following proposal for Janitorial Services for your City Hall/Airport Terminal. JYB Solutions, is a well-established commercial cleaning and facilities management company. We recognize the importance in keeping your facilities, sanitized, cleaned, polished and presentable at all times. By partnering with JYB Solutions, you will receive cost effective green cleaning solutions, that will meet all of your facility's needs. This bid proposal shall remain valid, for a period no less than 120 days from the date of submittal.

Thank you for your time and consideration. Please contact us with any presentation requests, questions or concerns you have, and we will be pleased to provide you with any additional information you require. JYB Solutions, is looking forward to developing a long-lasting partnership with the City of Lake Tahoe.

Sincerely,

Mr. John Youngblood
President/CEO
contact@jybsolutions.com
949-273-1192 Ext 700

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EXECUTIVE SUMMARY

JYB Solutions, specializes in providing janitorial services for your specific building and facilities. We customize our services based on your building's floorplans, existing facilities and the number of daily, weekly and monthly users. Services that we will provide your facilities includes: spot cleaning, window wipe downs, kitchen/oven hood cleaning, stainless steel appliance polishing/restoration, vacuuming, mopping, sweeping, pressure washing, floor waxing/stripping, sanitizing and trash removal. In addition to this, we will make sure all items requested in this RFP remain fully stocked at all times. Our green cleaning solutions, and trained workers provide special care and handling to high usage areas such as airports, city halls, police departments, libraries, catering kitchens, food courts, courtyards, recreation centers, offices, conference rooms, council chambers, restrooms, parks and more.

JYB Solutions, LLC successful operations of this size are driven by the leadership of our operations. That team is:

- ***Operations Managers*** – Direct all of the disinfecting/cleaning activities and oversees all training and development of the custodial staff
- ***Account Managers*** – Responsible for the employees and cleaning results in your facilities
- ***Custodial Staff*** – Responsible for performing various cleaning roles

When partnering with us, you will have the full support of JYB Solutions advanced Shared Services division, providing non-operations support in the following areas:

> Accounts Receivable, Accounts Payable, Inventory/ Reporting, Payroll & Human Resources, Information Technologies, Web Based Employee Timekeeping & Inventory/Supplies.

COMPANY HISTORY/BACKGROUND/EXPERIENCE

JYB Solutions, LLC, is a facilities services company with over ten years of experience, that provides janitorial, building maintenance & special property services to clients throughout the United States. JYB Solutions, LLC corporate headquarters is located in Laguna Hills, CA., & has professionally trained employees throughout the Westcoast Region, along with long term janitorial contracts with the California Department of Motor Vehicles (DMV), Omni Haven Property Management, Bailey Banks Production Studios and the International Association of Ground Service Providers.

As a highly experienced Building Services Contractor, we have the flexibility to provide customized services to small & large businesses alike, including those with multi-state or multi-regional footprints. We enjoy an unmatched reputation for preserving property values by helping managers maintain safe, clean & efficient facilities.

Our President/CEO, Mr. John Youngblood is a retired Police Officer from the City of Los Angeles, with National & International expert certifications in Aviation Security, Aviation Safety, Training Curriculum Design/Development, along with Management & Leadership Development. Mr. Youngblood also has over ten years of experience in the janitorial service industry. At JYB Solutions, we understand the unique safety/security needs while working at an airport & city hall facility. We have fostered an environment that practices safety, accountability & impeccable customer service that remains the backbone of our business model to this day. Our customer first approach ensures us the ability to provide the most effective facility services available at fair price that is sustainable to our clients, as well as our workers.

Since our inception, JYB Solutions has serviced over 10 million square feet of corporate & industrial environments. We hire, train & retain highly qualified & motivated employees throughout the United States, to meet your servicing needs.

We are fully licensed, bonded & insured. Along with this, we provide constant and consistent in-depth training that ensures each worker who wears our company uniform is properly competent and confident in maintaining high standards of

hygiene and cleanliness. By placing a special emphasis on training, we ensure that your satisfaction is guaranteed. Our corporate office is located in Laguna Hills, California and all of our janitorial staff will be available to deploy and meet your needs 24 hours a day, 7 days a week on short notice at all locations that we service, throughout the United States.

Our high standards help our company maintain APPA Level 1 standards and client satisfaction at all times. That's the JYB Guarantee!

JYB Solutions, LLC successful operations of this size are driven by the leadership of our operations. That team is:

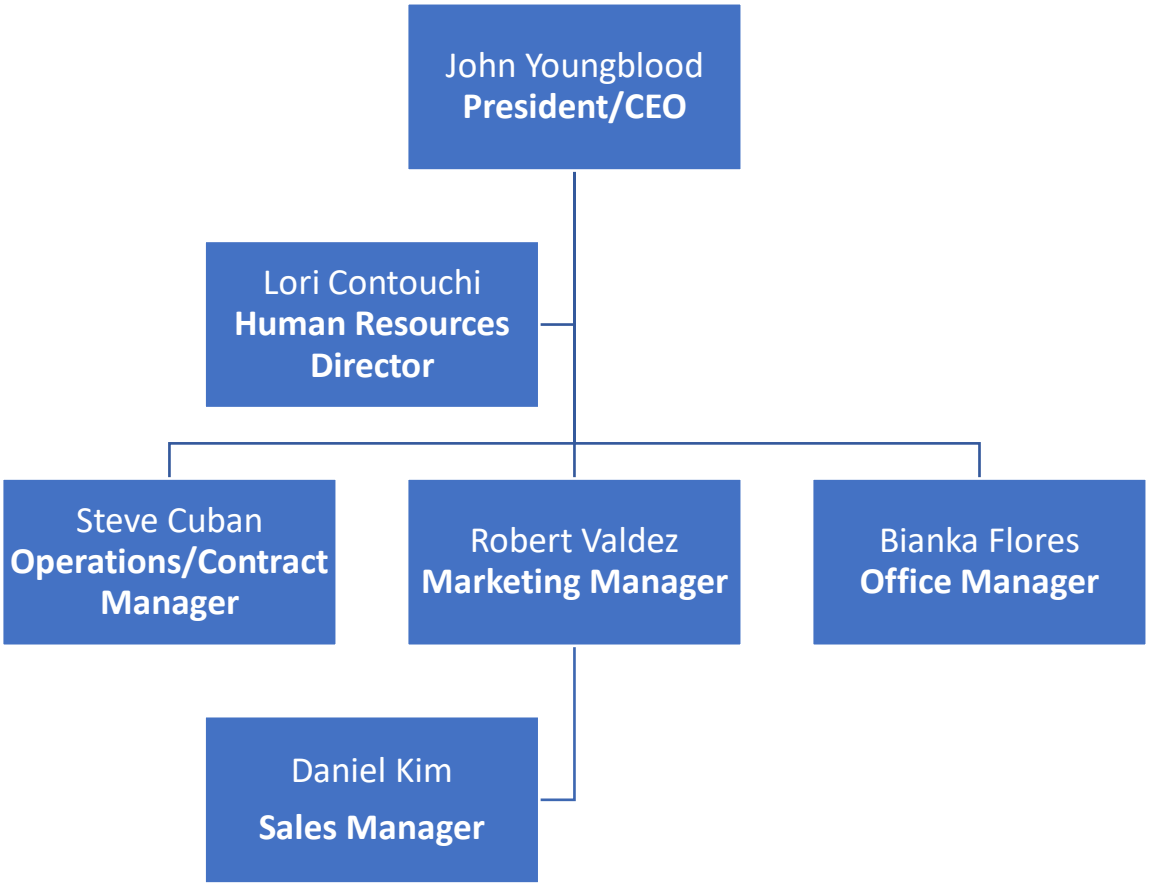
- Operations Managers – Direct all of the disinfecting/cleaning activities and oversees all training and development of the custodial staff
- Account Managers – Responsible for the employees and cleaning results in your facilities
- Custodial Staff – Responsible for performing various cleaning roles

ADMINISTRATIVE TEAM

When partnering with us, you will have the full support of JYB Solutions advanced Shared Services division, providing non-operations support in the following areas:

- Financial Support – Accounts Receivable, Accounts Payable, Inventory and Reporting
- Payroll & Human Resources
- Information Technologies
- Web Based Employee Timekeeping
- Inventory & Supplies

Our organizational structure consists of the following:



SCOPE OF WORK/IMPLEMENTATION

Our approach, implementation, standards, timeline & frequency of janitorial services, shall consists of the following:

Our dedicated Human Resources staff is responsible for recruiting, screening, hiring & training our diverse workforce, along with making sure they are ready to execute their assignments for every client, every shift, each day of the week.

When we are not implementing the Displaced Janitorial Workers Opportunity Act, we utilize a comprehensive, expedited, streamlined, central hiring process. Each candidate receives a thorough application screening, e-verify, an initial interview & a placement interview before a job offer can be presented.



SELECTION PROCESS

RECRUITMENT/APPLICATION PROCESS

JYB Solutions is committed to hiring employees from within the community that we are servicing. Our commitment/goal is to hire & retain residents from the local community that will represent at least 50% of the workforce for the contract that we are servicing.

The first step we take to attain this goal is by advertising our open positions in all local newspapers, newsletters & editorials. We also attend & set up job fairs, along with social media marketing on Facebook, Instagram, Tik Tok, Indeed & Job Hut. Lastly, we post recruitment flyers on local community bulletin boards.

We take time to ensure that we are hiring the most professional, honest, reliable & dedicated janitorial workers. We understand that this job isn't for everyone.

So, we choose people who show aptitude & want to give their very best each day they come into work.

INTERVIEWS

After reviewing all the employment information, our Human Resources staff will then schedule interviews with candidates. During the interviews, we will look at the applicant's general suitability, as well as his/her job experience & work ethics. If the candidate matches our employee profile & can be matched with an open janitorial assignment, then we continue the selection process.

BACKGROUND CHECKS

Each candidate undergoes reference checks & extensive background screening before being placed at one of our clients work sites.

The following items are evaluated prior to extending a job offer:

- **Reference Checks –** Paying close attention to previous experience & gaps in employment
- **Criminal Background Screening –** Database search with instant results
- **Drug/Alcohol Test –** Test performed with instant results
- **State/County Background Checks**
- **DMV License Check**
- **E-Verify –** In conjunction with normal I-9 processes to ensure all employees are legally authorized to work in the United States

Once hired, we manage the retention process aggressively. The quality of our supervisors plays a huge role here & our management team is of the highest caliber. Other factors include competitive wages & reasonable workloads. Our workloads are carefully determined to combine a manageable workload with optimal efficiency.

In addition to this, we are also committed to & abide by the guidelines regarding the Displaced Janitorial Worker Opportunity Act.

TRANSITION

A seamless transition, is the first key element

The key to a successful transition of any new account is the development of a comprehensive transitional plan, and JYB Solutions prides itself on preparing the most comprehensive plan in the Facilities Maintenance/Janitorial Services industry.

JYB Solutions, has a dedicated Transitional Team that has several years of experience in implementing all transitional processes. We excel at transitioning a large number of locations that have unique cleaning requirements. Our team utilizes a "Start of Service" checklist and schedule that will be tailored to your specific building specifications and needs. Initially, checklist will be reviewed with your staff on a weekly basis so that transitions occur smoothly and service levels are positively impacted.

Pre-Transition (5-10 Days prior to Start-Up)

OPERATIONAL ROLES

- Meet with client contacts at the Lake Tahoe Airport & City Hall
- Develop a list that identifies "Hot Spots"
- Become familiar with the layout of both facilities
- Develop an Equipment & Supply list for each location
- Submit personnel requisitions to personnel for review
- Establish protocol for communications
- Begin "Standard Operating Procedures" for both locations which will include: Job Descriptions, specifications, project work, floor schedules, training, emergency response, alarm/key card procedures, cell phone numbers, and the 24-hour customer service number for JYB Solutions personnel

HUMAN RESOURCE'S ROLE

- Begin recruiting effort to fill all positions (If not retaining previous staff)
- Interview & Screen prospective employees
- Conduct fingerprint, E-verify, DMV Pull & background checks
- Support Operational Team

WAREHOUSE/LOGISTICS

- Notify suppliers of new account
- Place orders for equipment/supplies (If not already in stock)
- Arrange delivery date & time for equipment/supplies
- Deliver equipment & stock supplies

ACCOUNTING

- Establish purchase orders for clients
- Process new hires into payroll system
- Create “mock” monthly invoices for client approval

SAFETY/TRAINING DEPARTMENT

- Schedule specialized training classes for new employees
- Coordinate with warehouse the use of equipment/computers for new employee training
- Prepare Transition Package kit (forms, checklists, etc.)
- Provide MSDS binder to designated Department of Public Safety representative

TRANSITION PHASE (First 15-30 Days)

Once JYB Solutions assumes responsibility for providing services to your facilities, the Transition Phase begins. In addition to other tasks, the following events will occur:

- Establish transition review meetings – initially weekly, then monthly
- Set-Up inspection program
- Reinforce staff training and safety programs
- Continue Human Resources efforts – Recruiting/Hiring if needed
- Perform baseline quality audits
- Tailor services to meet/exceed the City of Lake Tahoe expectations

ADMINISTRATIVE TEAM SUPPORT

- ***Financial Support*** – Accounts Receivable, Accounts Payable, Inventory & Reporting
- Payroll & Human Resources
- ***Information Technologies*** – Tech Support, Integrated Systems Management

- Web Based Employee Timekeeping
- Inventory & Supplies

SUPPORT SERVICES

- Our janitorial staff call on & off at the worksite for accurate timekeeping at 949-273-1192 ext. 700
- Our system is designed to send an alert within 2 minutes in the event we do not receive a call on or by a specified time.
- Our caller ID confirms that that janitorial staff is calling from an authorized company phone
- A web portal allows our managers to verify proper ins & outs
- Actual labor gets compared to budgets to ensure proper service
- Data from call on/off feeds into our payroll check processing system

TIMELINES/DELIVERABLES/CLEANING SCHEDULE

Employee Onboarding/Orientation	Employee Mandatory Training	Contract Start Date	Employee Work Performance Evaluations	Employee Recurrent Training	Staff
Within 5 days after contract is signed – (4) hour janitorial staff orientation session with our Human Resources. ***Date: 9/12/22***	Training will take place within 5 days after the contract is signed. This training is (8) hours total we will utilize both in person & online delivery methods. ***Dates: 9/13/22 – 9/15/22***	***10/1/22***	To take place quarterly for the duration of this contract. ***Dates: 12/13/22 3/19/22 6/15/23***	This training is scheduled to take place twice a year. ***Dates: 01/15/23 07/17/23***	All janitorial staff must have their work performance evaluated, along with attending all training sessions.

Regularly Scheduled Cleanings Airport Terminal Building/City Hall Located at 1901 Lisa Maloff Way

Our staff will perform the following janitorial duties at the frequencies listed below:

Service Frequency

- Emptying and/or replacing all trash bags within the trash receptacles **both** inside and outside the terminal building **(1 time a day, 4 days a week)**

TIME PER DAY= 0.75 HOUR
TIME PER CONTRACT YEAR =117 HOURS

All wastebaskets and other trash containers shall be emptied and returned to their initial location. Trash shall be disposed of in secured plastic bags. Our staff will pick up any trash and recyclables that may fall onto the facility or grounds during the removal of such collected trash.

- Wiping down all decorative trash receptacles in the terminal building **(1 time a day 4 days a week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =39 HOURS

All wastebaskets shall be wiped down and free of spots, smudges and smears.

Spot cleaning ground-level floors, glass surfaces in terminal building entryways, and all public areas of the terminal/city hall to remove salt, dust and grime from any surface **(1 times a day, five days a week)**

TIME PER DAY= 0.5 HOUR
TIME PER CONTRACT YEAR =130 HOURS

Spot clean floor surfaces to remove spots. Spots removal shall be included during normal service schedule. Areas that are embedded to the point of

non-removal and have been treated during 2 consecutive cleanings and resists removal shall be communicated to the Lake Tahoe designated contract administrator for resolution. Glass surfaces shall, after cleaning, have a clean uniform appearance free of streaks, spots and cleaning solution residue.

- Clean the restroom at C12 in the hangar area **(1 time a day, every other week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =6.5 HOURS

Restrooms shall be serviced to ensure that our staff restock supplies such as towels, toilet tissue, at all times. Towel and soap dispensers shall be cleaned prior to refilling. Sanitary receptacles shall be emptied and the waste disposed of. Restrooms shall be stocked so that supplies do not run out.

After cleaning toilets, the surface, including fittings and plumbing pipes, shall be free of scale, scum, mineral deposits, rust, stains, dirt and grime. A cleaning solution shall be used that will not harm the surface glazing. Sinks shall be cleaned with germicidal detergent that will not harm surface glazing. After cleaning, the surface, including fixtures and plumbing pipes, shall be free of grease, dirt, soil, stains. Restroom floors shall be thoroughly mopped or scrubbed in accordance with industry best practices. After cleaning, the floor shall have a clean uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil remaining on the floor surface. Floor drains, if present, shall be kept operational and free of soil, grease, dirt, or residue.

Restroom walls, partitions and stall partitions will be cleaned and spot cleaned between scheduled cleanings. Cleaning shall consist of removing smudges, fingerprints, marks, streaks, etc. After cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and any evidence of soil. Restroom mirrors and glass surfaces shall, after cleaning, have a clean uniform appearance free of streaks, spots and cleaning solution residue.

- Clean light fixtures of dead bugs in all areas **(upon request by staff, approx. twice per year)**

TIME PER DAY= 3.5 HOUR
TIME PER CONTRACT YEAR =7 HOURS

All dead bugs shall be removed from light fixtures.

- Vacuuming all carpeted areas inside the terminal building **(1 time a day, 3 days a week)**

TIME PER DAY= 9.0 HOUR
TIME PER CONTRACT YEAR =468 HOURS

Carpets will be maintained free of soil, dirt, debris, litter, and other foreign matter by effective routine vacuuming. Any spots and/or spills shall be removed by our staff, without permanent damage to the carpet. Chairs, trash receptacles, and other non-fixed/movable moveable items will be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

- Sweeping and mopping all floors inside the terminal building **(1 time a day, five days a week)**

TIME PER DAY= 2.0 HOUR
TIME PER CONTRACT YEAR =207.99 HOURS

After sweeping, the entire area, corners, and abutments, shall be free of litter, dust, and foreign debris. After designated areas, corners, and abutments, floors shall have a uniform appearance with no streaks, swirl marks, detergent residue, or evidence of soil, stains film, debris, or standing water.

- Emptying cigarette cans located outside the terminal building **(1 time a day, five days a week)**

TIME PER DAY= 0.835 HOUR
TIME PER CONTRACT YEAR =43.42 HOURS

Cigarette cans shall be emptied properly and in a safe manner.

- Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners **(1 time a day, five days a week)**

TIME PER DAY BATHROOM CLEANING= 1.5 HOUR
TIME PER CONTRACT YEAR = 547 HOURS

Restrooms shall be serviced to ensure that our staff restock supplies such as towels, toilet tissue, at all times. Towel and soap dispensers shall be cleaned prior to refilling. Sanitary receptacles shall be emptied and the waste disposed of. Restrooms shall be stocked so that supplies do not run out.

After cleaning toilets, the surface, including fittings and plumbing pipes, shall be free of scale, scum, mineral deposits, rust, stains, dirt and grime. A cleaning solution shall be used that will not harm the surface glazing. Sinks shall be cleaned with germicidal detergent that will not harm surface glazing. After cleaning, the surface, including fixtures and plumbing pipes, shall be free of grease, dirt, soil, stains. Restroom floors shall be thoroughly mopped or scrubbed in accordance with industry best practices. After cleaning, the floor shall have a clean uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil remaining on the floor surface. Floor drains, if present, shall be kept operational and free of soil, grease, dirt, or residue.

Restroom walls, partitions and stall partitions will be cleaned and spot cleaned between scheduled cleanings. Cleaning shall consist of removing smudges, fingerprints, marks, streaks, etc. After cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and any evidence of soil. Restroom mirrors and glass surfaces shall, after cleaning, have a clean uniform appearance free of streaks, spots and cleaning solution residue.

- Dusting all surfaces and fixtures inside the airport terminal **(Twice a week)**

TIME PER DAY= 0.334 HOUR
TIME PER CONTRACT YEAR =17.34 HOURS

All surfaces will be dusted accordingly.

- Cleaning trash receptacles located inside and outside the terminal building **(Once a week)**

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.684 HOURS

All trash receptacles will be wiped down and free of dirt/grime.

Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building **(Once a week)**

TIME PER DAY= 0.334 HOUR
TIME PER CONTRACT YEAR =17.34 HOUR

All glass will be thoroughly cleaned and free of streaks, spots and cleaning solution residue.

- Wiping down chairs in public waiting areas **(Once a week)**

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.67 HOURS

All chairs shall be wiped down properly leaving no stains, smudges or smears.

- Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans **(2 times a week)**

TIME PER DAY= 5.0 HOUR
TIME PER CONTRACT YEAR =520 HOURS

All administrative offices shall be cleaned and left looking presentable/professional.

- Cleaning all public restrooms, to include mopping, cleaning and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces **(7 Days Per week)**

TIME PER DAY BATHROOM CLEANING= 3.5 HOUR
TIME PER CONTRACT YEAR = 1235 HOURS

Restrooms shall be serviced to ensure that our staff restock supplies such as towels, toilet tissue, at all times. Towel and soap dispensers shall be cleaned prior to refilling. Sanitary receptacles shall be emptied and the waste disposed of. Restrooms shall be stocked so that supplies do not run out.

After cleaning toilets, the surface, including fittings and plumbing pipes, shall be free of scale, scum, mineral deposits, rust, stains, dirt and grime. A cleaning solution shall be used that will not harm the surface glazing. Sinks shall be cleaned with germicidal detergent that will not harm surface glazing.

After cleaning, the surface, including fixtures and plumbing pipes, shall be free of grease, dirt, soil, stains. Restroom floors shall be thoroughly mopped or scrubbed in accordance with industry best practices. After cleaning, the floor shall have a clean uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil remaining on the floor surface. Floor drains, if present, shall be kept operational and free of soil, grease, dirt, or residue.

Restroom walls, partitions and stall partitions will be cleaned and spot cleaned between scheduled cleanings. Cleaning shall consist of removing smudges, fingerprints, marks, streaks, etc. After cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and any evidence of soil. Restroom mirrors and glass surfaces shall, after cleaning, have a clean uniform appearance free of streaks, spots and cleaning solution residue.

Holidays: Contractor shall not provide services on City-observed holidays except for the Airport facility lobby and main level restrooms. Service of the Airport lobby and the main level restrooms at the Airport is to be performed seven days per week.

City-observed holidays include:

- January 1st (New Year's Day)
- Third Monday in January (Civil Rights Day / Martin Luther King)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- June 19th (Juneteenth)
- July 4th (Independence Day)
- First Monday in September (Labor Day)
- November 11th (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Fourth Friday in November, (Friday following Thanksgiving Day)
- December 24th (Christmas Eve)
- December 25th (Christmas Day).

OUR NETWORK OF FLOATERS, KEEPS YOUR FACILITIES STAFFED

Your onsite JYB Solutions Account Manager, will utilize a hub & spoke fill in floater network as well as well as teamwork to cover open job runs. Pre-arranged and unexpected absences are also covered by fill in floaters.

URGENT RESPONSES

JYB Solutions is prepared to respond to any emergency situation within one to two hours of notification. Our cleaning crews are in the field 24 hours a day, 7 days a week; therefore, you will have immediate access to for assistance during emergencies. Additionally, our managers and supervisors are equipped with the technology needed for easy and efficient accessibility.

The City of Lake Tahoe, will be provided with all manager cell phone numbers, so you can reach us 24/7.



JYB Solutions, Customer Care Center is available 24 hours a day, 365 days per year and can be reached at 949-273-1192 ext. 0.

24 hours a day, 365 days per year, a live person will answer your call. With a staff of professional customer care providers, we will also have someone available to answer your call.

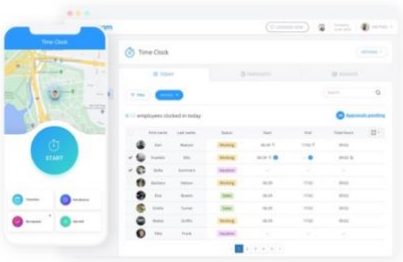
Every JYB Solutions Services Manager carries a cell phone and has access to their company designated e mail, through our in-house servers. We also predesignate a place at all of our cleaning locations, as another line of communication with supervisors and cleaners.

TIMEKEEPING

At JYB Solutions, we utilize mobile timekeeping technology, so we can easily monitor employee departures and arrivals in real time. Employees clock in and out on mobile devices, and management teams will be notified immediately if an employee fails to clock in or out at their scheduled designation. As a fail-safe, we also have our on-site supervisors perform in person attendance verification at the beginning of each shift, at each location. If an employee fails to clock in, prior to attempting to make contact with that employee, our management staff will dispatch a floater to the uncovered location to ensure the work is completed to specification with a fully staffed team.

THROUGH OUR MOBILE DEVICES, MANAGEMENT CAN PERFORM THE FOLLOWING TASKS:

- Call, text, or e mail employees directly
- Communicate with employees quickly & easily with information that is always up to date
- Verify employee locations using geo-location tracking
- View job information location & track it
- Receive notifications when any employee is running late for a shift. This feature assists us with locating replacements in real time.
- Allow janitorial staff to clock in & out at the worksite, through remote timekeeping that is tracked by location
- Monitor employee arrivals & departures
- Verify employee location during clock ins and clock outs
- Reduce “Buddy Punching” & attendance issues
- Eliminate the need for timeclocks
- Update information in real time



We also have the ability to electronically track contract services that happen on a monthly, quarterly & annual basis. Our system will create work orders based on contract specifications & completion is tracked in the work order system for reporting. Our project calendar management function will ensure that your periodic projects are completed in accordance with your exact specifications.

Our managers will monitor daily, weekly and monthly schedules to ensure specific equipment and sufficient labor is available for the work that is scheduled to be completed. Your designated staff will also be able to monitor these schedules & completion dates, via a calendar of events that could be provided through e mail or printed for your records.

WORK ORDER SYSTEM

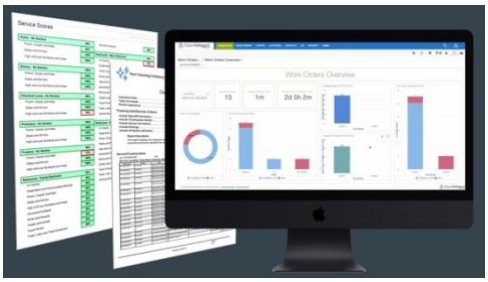
As our valued client, you will have the ability to:

- Submit & monitor action items
- Perform job inspections & surveys
- View schedules
- View Dashboards
- Monitor employee arrivals/departures

SERVICE REQUEST

We will keep you informed of all completed Service Requests. Once you send a request, a customized workflow automatically delivers your message to the appropriate team member responsible for your facility. Our staff will then take swift action and address your request while recording their steps via status updates and messaging. The service request will only be closed when you agree that your request is completed and/or your concern is resolved.

Our Action Items Application includes automatic escalation points. If the status of an action item is not updated within a specific time window, the item will be automatically escalated to the next levels of management.



WORK ORDER REQUEST PROCESS

Step 1: Each request is logged into our system as a work order

Step 2: Automatic work order notifications are routed to the corresponding manager. Work requests are prioritized to make sure we respond quickly to your most immediate needs

Step 3: Issue escalation flow is implemented for repeat or ongoing issues. All requests are tracked in our work order system to ensure tasks are completed & closed.

Step 4: Work orders are monitored on the corporate level to ensure timely follow-up. A site with the highest level of concern becomes “Red Listed” with weekly updates

Step 5: The service request is closed & simultaneously you are notified

INSPECTION/KEY PERFORMANCE INDICATORS

We provide regular updates on the quality of the cleaning at your facilities, consistently identifying opportunities to improve. Each floor & area is individually examined & results are tracked in our centralized database. These results are then compared to your established Key Performance Indicators to help us determine how well we are delivering on our promise to you.

GAP ANALYSIS

At the beginning of your contract, we will ensure that your key performance indicators are well understood by our staff. These key performance indicators are tracked through client surveys & bi-weekly inspections. We will use gap analysis to compare the results from client surveys to those of our internal surveys. If gap exists between your expectations and our performance, we will close it.

CLEANING PROCESS & EQUIPMENT

MICROFIBER COLOR CODING SYSTEM

	**Red** microfiber cloths are only to be used for general cleaning of kitchen counters, office counters, tables, chairs, walls, doors, railings & any other surface, excluding restrooms & glass.
	**Blue** microfiber cloths are only to be used in restrooms & only with appropriate cleaner for the surface. This will include walls, counters, partitions, fixtures, trash cans, mirrors & sinks.
	**Orange** microfiber cloths are to be used for glass, plastic partitions, computer screens/keyboards & stainless-steel appliances.

EMPLOYEE TRAINING

JYB Solutions, requires operations staff to comply with our Standard Operating Procedures (SOP), including a written program for training and implementation.

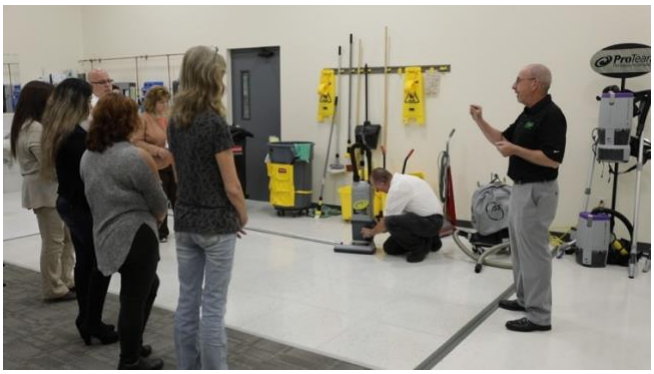
This program includes comprehensive training of personnel in our standard operating procedures including scheduling, chemical handling, mixing and storage, equipment operation and maintenance, and safety procedures including how to address accidents such as air contamination caused by chemical reactions, spills and/or water leaks, etc. Training is a combination of on-site, site-specific training tailored to the special needs of the service location and annual training regarding basics for sexual harassment, safety, tools, techniques and applicable environmental standards. Records will be kept documenting every employee's training date, time & location.

At JYB Solutions, we implemented a comprehensive green cleaning/housekeeping program is in place to help obtain LEED certification.

Our SOP describes general cleaning procedures, procedures for chemical mixing, handling & storage, powered equipment operations & maintenance, communication protocols, training, & record keeping and reporting protocols.

Common cleaning protocols includes use of microfiber technology in lieu of paper products, which shall be cleaned or laundered prior to subsequent use. The SOP also includes procedures for recycling that include inspection and cleaning of recycling containers, and collection, source separation and removal of materials.

All of the training that we provide is consistent, which allows for our employees to effectively deliver services that exceeds our customers' expectations, along with allowing our employees to perform their jobs in safe manner each day.



MANDATORY EMPLOYEE TRAINING INCLUDES THE FOLLOWING COMPONENTS:

- New Hire Onboarding/Orientation
- Standardized Cleaning Methods
- Job Site Specific Training/Safety Protocol
- Employee Right to Know
- Blood Borne Pathogens/Infectious Waste
- Safe Use of all Products/Equipment – Hard Surface Floor & Carpet Care
- Proper Lifting Techniques/Back Safety
- Green Cleaning Techniques
- Review of the Materials Safety Data Sheets Binder
- Safety Training – Chemicals, Equipment, PPE & Electrical Hazards
- Ergonomic Hazards & Injury/Accident Prevention/First Aid
- Airport Security – SEE SOMETHING, SAY SOMETHING
- Planning for, Emergencies, Fires, Earthquakes, Evacuations & Natural Disasters, along with How to Summons Emergency Personnel (911)
- Human Resources Policies, DMV Pull Program & Company SOP's
- Customer Service Skills
- Basic, Intermediate & Advanced Industry Training
- Supervisor/Management Development Training
- Incident Report Writing, Sexual Harassment, Assaults & other Crimes
- Procedures regarding Found/Lost Items
- Management Development
- Attendance Procedures, Clock In/Clock Out, Timesheets, & Direct Deposit
- Uniform Appearance & Monthly Safety Meetings
- Hard Surface Floor Care

TRAINING TOOLS INCLUDE:

- Task Specific Training Cards
- Videos
- Training Handouts
- Workbooks
- Webinars/PowerPoint Presentations
- Knowledge Based Written Test
- Hands on Training with Evaluation Rubric
- Facilitated Discussions
- Group Activities
- Janitorial Safety Program Professional Certification Programs

All janitorial staff servicing your facilities will be trained on the proper use of & required to utilize the following Personal Protection Equipment:

- Gloves
- Goggles/Eye Protection
- Back Brace
- Slip Resistant Shoes
- Face Mask
- First Aid Kit








EMPLOYEE SAFETY/RECOGNITION PROGRAM

JYB Solutions, Employee Recognition Program rewards those employees who go Above & Beyond while servicing your facilities.

There are a total of Four pillars to this program:

- Safety 1st Leadership
- Going Above & Beyond
- Achieving a High Janitorial Skill Level
- Outstanding Customer Service

These pillars of recognition serve to evaluate our service to a level that promotes partnership & community, problem solving, fully understands our client's needs & provided flawless performance of duties/tasks.

Project Budget

The following is a detailed description of the monthly costs for JYB Solutions, LLC to provide services to the City of Lake Tahoe, under janitorial services contract Formal Bid # 2022-07-05, according to Scope of Work. The below project budget is a "not to exceed" fixed fee cost including associated taxes, fees, and charges.

LOCATION	$Per SQ FT.	SQ FT.	MONTHLY	ANNUAL
Lower Level (Including Restrooms)	$ 1.05	1284	$1348.20	$16,178.40
Lower Level Offices	$ .15	1938	$290.70	$3488.40
Lower Level (Conference Rooms)	$ .30	475	$142.50	$1710.00
Street Level (Including Restrooms)	$ .55	3327	$1829.85	$21,958.20
Mezzanine Level Public (Including Restrooms)	$ 1.53	60	$92.00	$1104.00
Deep Cleaning (4) Public Restrooms 2 x Per Year				$2000.00
TOTAL		***13,475***	***$3703.25***	***$46,439.00***

References

Tonya Hill
Omni Haven Property Management
760-490-0400
Contract – 3 Years
14,305 Square Foot Commercial Building
Total Value - $180,000

Isaiah Miguel
Bailey Banks Studios
contact@baileybphotos.com
Contract – 5 Years
13,281 Square Foot Commercial Building
Total Value $ - $330, 335

David Wallace
Ground Handlers Association
949-415-6275
Contract – 5 Years
16,338 Square Foot Commercial Building
Total Value - $252,000

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 6th day of **September , 2022** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **JYB Solutions, LLC**("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 from **October 1, 2022 to September 30, 2023 with the ability to extend up to four (4) additional years, at the sole discretion of the City. This contract will**

commence on the date the agreement is approved and awarded by City Council. Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates.

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 **$46,439.00** 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 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 records shall be available at Consultant's address indicated for 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 or 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: Attn: John Youngblood
JYB Solutions, LLC
24001 Calle De La Magdalena Suite#2401
Laguna Hills, CA 92654
946-273-1192
www.jybsolutions.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. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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 _____
Joe Irvin , City Manager	John Youngblood, CEO
	Business License # 100285

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

Attachments:

Exhibit A – Janitorial Agreement Scope of Services
Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification
Exhibit D – Janitorial Services Agreement Cleaning Schedule
Exhibit E – Cleaning Area Location Map
Exhibit F – Cleaning Equipment Inventory List
Exhibit G – Displaced Janitor Opportunity Act
Exhibit H- Janitorial Bond Requirement
Exhibit I – Proof of Insurance Certificate Documents

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

1. General Requirements

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the building. Exhibits D and E provide the schedule and locations of janitorial services requirements for airport terminal/City Hall facilities included in this contract.

Notwithstanding any other provisions of this proposal, the Custodial/Janitorial Services contractor warrants that the services furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, and labor.

2. Performance Standards

Appendix D provides the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities. Some examples include: carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels seen at other City facilities such as the Recreation & Aquatics Center.

a) It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made should the schedule not be met and City Public Works staff is tasked with completing said tasks. Deductions will be made at the fully burdened rate of the public works staff assigned to complete the task elements not completed in accordance with the provisions of Appendix D of the Agreement.

b) The Airport Manager or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The Airport Manager shall also notify the Contractor of written complaint(s) received from building occupants.

c) The Airport Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the

complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

d) Proof of performance and adherence to specifications shall be upon the Contractor. A cleaning log shall be maintained on dates and tasks completed to verify performance. The City reserves the right to utilize CCTV and Electronic Access control systems to audit said cleaning log if there is suspicion that work is not being performed per contract provisions.

e) Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings or deduct pro-rata daily cost for the services from the monthly invoice.

f) Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

g) Expectation: The contractor shall render the City facilities clean, defined as" free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste from receptacles and public areas.

h) The contractor shall in no way interfere with the normal work of City employees and/or those of the Airport.

2. Janitorial Contractor Responsibilities

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED- OSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be

performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

1) Adherence to schedules,

2) Notifying the Airport Manager on the maintenance or replacement of cleaning equipment supplied and/or requesting additional cleaning equipment to complete the contract provisions,

3) Notifying City of any key personnel changes,

4) Training of new personnel

5) Coordinating with the Airport Manager or designate on maintaining adequate cleaning supplies inventory

Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Airport Manager immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied

a) Background Check: The Contractor's employees who will work in a building owned by the City of South Lake Tahoe shall be required to be cleared through the City of South Lake Tahoe Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from the City the Contractor is required to have cleared a successful background investigation prior to commencing work. No employee will granted access to the City of South Lake Tahoe City Hall/Airport Terminal without first successfully passing a criminal history background investigation.

b) Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

c) City Issued Identification and Appearance: All personnel are not required to wear uniforms. The Contractor's work force shall be neat and clean in appearance with no inappropriate images, words or questionable fit. Clothes shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear a City of South Lake Tahoe identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. City issued identification also provide proximity cards that grant access to restricted areas of the building. These identification cards are required for work and the use of other persons' City issued identification card is strictly prohibited.

d) Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

e) Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor shall be able to communicate effectively in both written and oral English.

f) Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

g) Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because illegal for an employer to discriminate because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

h) Removal of Employees: The City may require the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

i) Unauthorized Personnel: Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

j) Prohibited Items: Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

k) City of South Lake Tahoe & Tenant Property. Personal Property of City Staff and Tenants: The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall notify the Airport Manager of the property. Found property should be placed in the Airport Manager's office for disposition.

l) Telephone Use: City/Tenant telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the City of South Lake Tahoe Police Department Dispatch of damage as required in this contract. Any calls to numbers other than those above will be

considered a violation of this contract and grounds for immediate termination.

m) Facility Security: Contractor's personnel shall work in City facilities outside of normal business hours in performing work without disrupting normal City Office functions. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Maintenance Services Manager or his/her designee. All workspaces shall be locked and the lights turned off when cleaning in each area has been completed. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures. The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated. Where applicable, the contractor shall be charged a minimum of one hundred dollars ($100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

n) Tools, Equipment, Materials and Cleaning Supplies: The City of South Lake Tahoe will provide all equipment and supplies necessary to carry out cleaning functions under this contract. The City will work with the Contractor to ensure the supplies are suitable and adequate for performing the scope of work. The Contractor is responsible for notifying the Airport Manager of the need to repair, replace equipment that is unsafe or unusable. The Contractor will provide the Airport Manager with orders for cleaning supplies and materials with quantity and product. The City is responsible for providing Material Safety Data Sheets (MSDS) must be on-site as a component of the Lake Tahoe Airport Hazardous Materials Business Plan. Janitorial closets located in City Hall/Airport Terminal will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of

debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees.

o) A list of the cleaning equipment and condition is found in Appendix F. The Contractor is responsible for the loss of any equipment. Upon conclusion of the contract the City will require the return of all cleaning equipment with normal wear and tear expected. Misuse or loss of City owned cleaning equipment will require replacement for like equipment in new condition. All expenses for losses are the responsibility of the Contractor.

3. City's Responsibilities

Contract Administration: The Lake Tahoe Airport, a department of the City of South Lake Tahoe will be responsible for administering this contract. The Airport Manager will inspect and approve services provided for compliance to the specifications prior to payment. The City will provide prompt payment for services rendered in conformance with this contract.

Inspections: The Airport Manager or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

Tools, Equipment, Materials and Cleaning Supplies: When supplied in writing the City will provide prompt ordering of cleaning supplies and materials requested. When notified of repairs, new order or replacement of cleaning equipment, the City will either repair or replace said equipment on the list provided in Exhibit F.

EXHIBIT B

COMPENSATION

FISCAL YEAR 2022 /2023 ENDING SEPTEMBER 30, 2023

Airport Terminal Building and Hangar Restroom Located at 1901 Lisa Maloff Way

Regularly Scheduled Cleanings in Exhibit D

TOTAL ANNUAL FIXED PRICE $46,439.00 starting October 1, 2022 through September 30, 2023
TOTAL Monthly FIXED PRICE $3703.25

Special Cleanings

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS BI-ANNUAL BATHROOM DEEP CLEANING FEE $1,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

TOTAL ANNUAL FIXED PRICE $2,000.00 starting October 1, 2022 through September 30, 2023

NOT TO EXCEED TOTAL CONTRACT AMOUNT OF $46,439.00

Notes:

Billing to be invoiced Monthly on the 1st of the month starting the 1st of November, 2022.

The City reserves the right to amend the contract scope of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the scope of work, changing cleaning schedules. or conversely reducing the scope of work depending on conditions and/or recommendation from Federal, State or County Public Health officials.

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:
John Youngblood/CEO

By:_____

EXHIBIT D

CUSTODIAL SERVICES FOR THE LAKE TAHOE AIRPORT TERMINAL BUILDING/CITY HALL CLEANING SCHEDULE

GENERAL:
The **CITY** will provide paper products (paper towels, toilet paper, sanitary toilet covers), hand soap, air fresheners, and trash bags. **CUSTODIAN** will provide all cleaning products as approved by CITY for the purpose of performing janitorial duties. The main airport terminal building/city is referenced by Exhibit E terminal map. The total square footage area that requires custodial services is 14,743 square feet. This is not the entire footprint of the terminal building/city hall.

CUSTODIAN will perform the following janitorial duties at the frequencies listed below:

- Emptying and/or replacing all trash bags within the trash receptacles **both** inside and outside the terminal building **(1 time a day, 4 days a week)**
-

TIME PER DAY= 0.75 HOUR
TIME PER CONTRACT YEAR =117 HOURS

- Wiping down all decorative trash receptacles in the terminal building **(1 time a day 4 days a week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =39 HOURS

- Spot cleaning ground-level floors, glass surfaces in terminal building entryways, and all public areas of the terminal/city hall to remove salt, dust and grime from any surface **(1 times a day, five days a week)**

TIME PER DAY= 0.5 HOUR
TIME PER CONTRACT YEAR =130 HOURS

- Clean the restroom at C12 in the hangar area **(1 time a day, every other week)**

TIME PER DAY= 0.25 HOUR
TIME PER CONTRACT YEAR =6.5 HOURS

- Clean light fixtures of dead bugs in all areas **(upon request by staff, approx. twice per year)**

TIME PER DAY= 3.5 HOUR
TIME PER CONTRACT YEAR =7 HOURS

- Vacuuming all carpeted areas inside the terminal building **(1 time a day, 3 days a week)**

TIME PER DAY= 9.0 HOUR
TIME PER CONTRACT YEAR =468 HOURS

- Sweeping and mopping all floors inside the terminal building **(1 time a day, five days a week)**

TIME PER DAY= 2.0 HOUR
TIME PER CONTRACT YEAR =207.99 HOURS

- Emptying cigarette cans located outside the terminal building **(1 time a day, five days a week)**

TIME PER DAY= 0.835 HOUR
TIME PER CONTRACT YEAR =43.42 HOURS

- Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners **(1 times a day, five days a week)**

TIME PER DAY BATHROOM CLEANING= 1.5 HOUR
TIME PER CONTRACT YEAR = 547 HOURS

- Dusting all surfaces and fixtures inside the airport terminal **(Twice a week)**

TIME PER DAY= 0.334 HOUR
TIME PER CONTRACT YEAR =17.34 HOURS

- Cleaning trash receptacles located inside and outside the terminal building **(Once a week)**

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.684 HOURS

- Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building **(Once a week)**
-

TIME PER DAY= 0.334 HOUR
TIME PER CONTRACT YEAR =17.34 HOUR

- Wiping down chairs in public waiting areas **(Once a week)**

TIME PER DAY= 0.167 HOUR
TIME PER CONTRACT YEAR =8.67 HOURS

- Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans **(2 times a week)**

TIME PER DAY= 5.0 HOUR
TIME PER CONTRACT YEAR =520 HOURS

- Cleaning all public restrooms, to include mopping, cleaning and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces **(2 times a week)**
-

TIME PER DAY BATHROOM CLEANING= 3.5 HOUR TIME PER CONTRACT YEAR = 1235 HOURS

Holidays: Contractor shall not provide services on City-observed holidays except for the Airport facility lobby and main level restrooms. Service of the Airport lobby and the main level restrooms at the Airport is to be performed seven days per week.

City-observed holidays include:

- January 1st (New Year's Day)
- third Monday in January (Civil Rights Day / Martin Luther King)
- third Monday in February (President's Day)
- last Monday in May (Memorial Day)
- June 19th (Juneteenth)
- July 4th (Independence Day)
- first Monday in September (Labor Day)
- November 11th (Veteran's Day)

- fourth Thursday in November (Thanksgiving Day)
- fourth Friday in November, (Friday following Thanksgiving Day)
- December 24th (Christmas Eve)
- December 25th (Christmas Day).

EXHIBIT E

Location of Areas that Require Custodial Services under this Contract

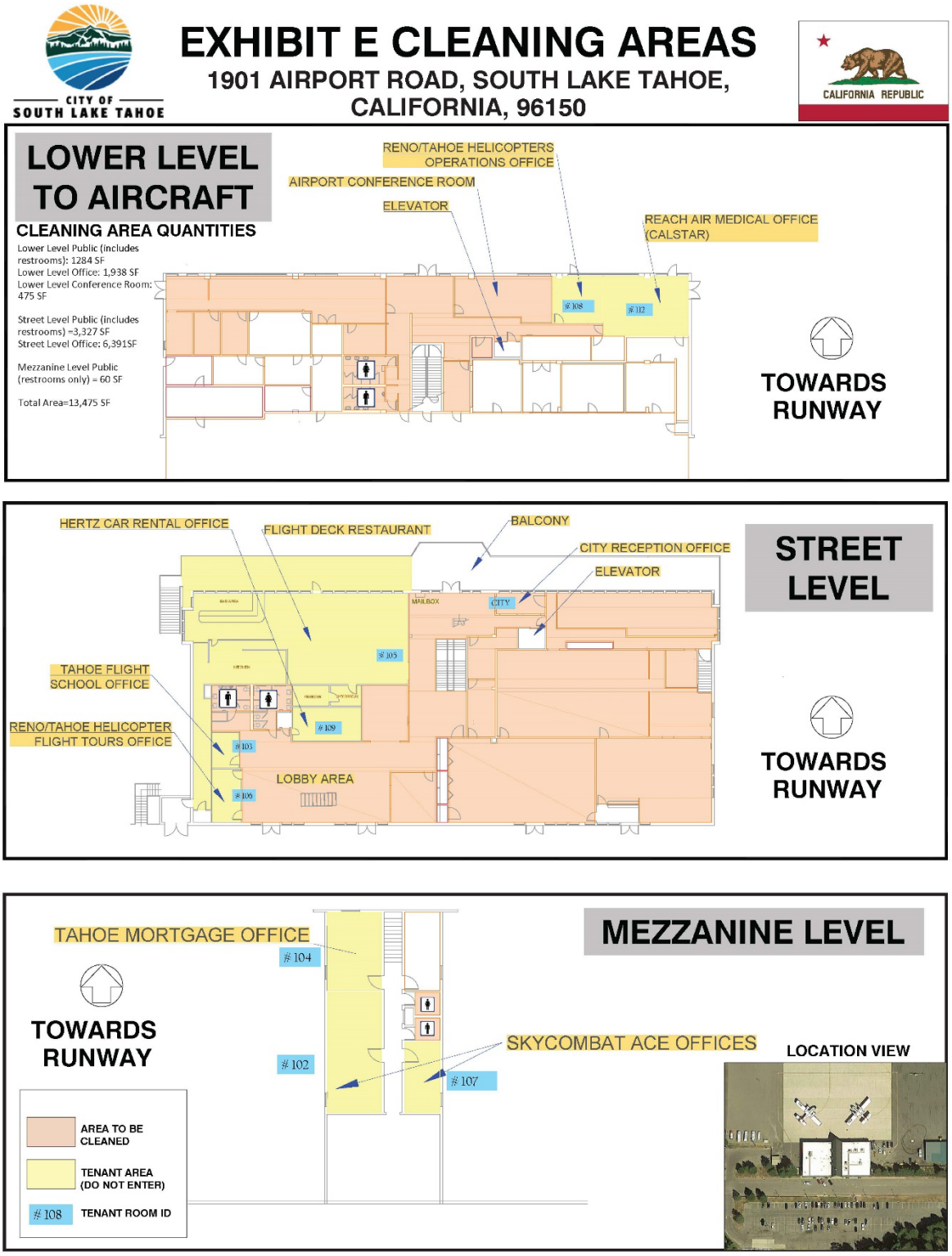


EXHIBIT F

Janitor Equipment List Supplied by City of South Lake Tahoe

Quantity	Item	Condition
2	Mops & Mop Buckets	Good
2	Small Brooms and Dust Pans	Good
1	Commercial Upright Vacuum Clean	Good
2	Handheld Vacuum	Good
1	Window Washer with Squeegee	Good
1	Push Dust Broom	Fair
1	Small Squeegee	Good

EXHIBIT G

DISPLACED JANITOR OPPORTUNITY ACT

California Labor Code
Division 2 Employment Regulation and Supervision
Part 3 Privileges and Immunities
Chapter 4.5 Displaced Janitor Opportunity Act

Sections 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the

violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity

EXHIBIT G

JANITORIAL SERVICES BOND REQUIREMENTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

A. **JANITORIAL FIDELITY BOND:** Before execution of any Contract entered into by the City, the Contractor shall file with the City, a Janitorial Fidelity Bond. The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of $5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City as the insured oblige, or include an endorsement naming the City as an additional oblige and providing for customary property coverage in favor of the City. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

B. **UNSATISFACTORY SURETIES:** Should any Surety at any time be deemed unsatisfactory by the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.

C. **EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY:** Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

D. **INSUFFICIENCY OF THE BONDS:** Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the City of the bond's insufficiency.

E. **PROCUREMENT OF BONDS:**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the

Fiscal Service of The United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the notice of award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the City.

F. **ATTORNEY-IN-FACT:** The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

G. **HOW BONDS ARE TO BE PAYABLE:** All bonds shall be made payable to the City of South Lake Tahoe.

H. **SIGNATURES REQUIRED ON BONDS:**

1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.

2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

I. **COST OF BOND ACQUISITION:**

1. The bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.

2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

EXHIBIT I

COPIES OF INSURANCE CERTIFICATE DOCUMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2022

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 have ADDITIONAL INSURED provisions or 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:	
Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
	INSURER B : Ohio Security Insurance Company	24082
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Jyb Solutions Llc 24001 Calle De La Magdalena Unit 2401 Laguna Hills CA 926541216

COVERAGES **CERTIFICATE NUMBER:** 0364036069 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X	X	BKS64817312	05/17/2022	05/17/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS64817312	08/11/2022	05/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

CERTIFICATE HOLDER

The City of South Lake Tahoe
1901 Lisa Maloff Way
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

Curtis Luken

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Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Amending Fiscal Year 2022-2023 Budget by Appropriating $46,439.00 from General Fund Undesignated Excess Reserves and Authorizing the Mayor to execute an Agreement with JYB Solutions, LLC for the City Hall/Airport Custodial Services for $46,439.00

BACKGROUND

A. City Hall/Airport, as a public facility, requires professional custodial services, including the necessary routine interior cleaning for areas that need attention.

B. The City issued a Request for Proposal on July 5th, 2022, for custodial services for the period of October 1, 2022, to September 30, 2023, with an optional four additional years.

C. The Selection Panel has ranked JYB Solutions, LLC as the top-ranked firm in accordance with City's Procurement Policies.

D. In the past, these services have been contracted out.

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 and directs the Mayor to sign an Agreement with JYB Solutions, LLC in the amount of $46,439.00 with JYB Solutions, LLC. for the first-year contract.
2. Amends Fiscal Year 2022-2023 Budget by Appropriating $46,439 from General Fund Undesignated Excess Reserves into Airport Terminal Building Custodial account 501-05120-43023.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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: September 6, 2022
Agenda Item #: 14

Agenda Item: Contract with Consolidated Engineering, Inc. for Hangar Taxilane Replacement Project

Executive Summary: Staff is requesting City Council approve the construction contract with Consolidated Engineering Inc. to reconstruct the taxilanes near the hangars at the Airport. This reconstruction is necessary to mitigate damage to aircraft and other users of the Airport. The total amount of this contract will be $413,997.50
and a contingency of 10% in the amount of $41,339.75, for a total cost not to exceed $455,397.25.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract with Consolidated Engineering Inc. to reconstruct the taxilanes near the hangars at the Airport in an amount not to exceed $413,997.50 plus 10% construction contingency of $41,339.75 .
Responsible Staff Member: John Dickinson, Airport Manager

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

Attachments:

01-Staff Report - 2022 Taxilane Rehabilitation Agreement.docx
02-Consolidated Engineering Bid.pdf
03-Construction Contract -2022 Hangar Taxilane Rehabilitation Project.pdf

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

Meeting Date: September 6, 2022

Title: **Contract with Consolidated Engineering, Inc. for Taxilane Replacement Project**

Location: Airport

Responsible Staff Member: John Dickinson, Airport Manager (615) 305-5850

Background: The Airport's pavements around the hangars have been deteriorating and need rehabilitation. This rehabilitation is necessary to help mitigate damage to aircraft and other users of the airport. This project was included in the Airport's CIP program and was designed by Jviation a Woolpert Company. The Rehabilitation includes 3 to 4-inches mill and fill treatment for each of the taxilanes. The project includes a base bid item and five alternate bids that cover all the taxilanes in between the hangers as well as the taxiway delta.

Issue and Discussion: On August 1, 2022, the Airport advertised the 2022 Taxilane Hangar Replacement Project bid on the City Planet Bids website. The Project Notice to Bidders was also advertised in the Tahoe Daily Tribune per Public Contract Code requirements. The Project bidding period closed on August 16, 2022.

Public Works received four (4) sealed bids, which were publicly opened and read aloud at the scheduled bid opening located at the City Public Works Building. The lowest responsible and responsive bidder was determined to be Consolidated Engineering Inc. with a bid amount of $141,745.00, with two Bid Alternates, totaling $413,997.50.

Base bid results are as follows:

Name of Contractor	Bid Price
Consolidated Engineering	$141,745.00
Sierra Nevada Construction	$205,947.00
Qualcon Contractors	$209,100.00
Martin Brothers Construction	$246,654.00

Bid Alternate schedules:

Schedule Number	Bid Price
Ib	$135,820.00
Ic	$136,432.50

Due to the bid results, the City can award only two bid alternates. Other bid alternates, as well as the Taxiway Delta rehabilitation will be deferred to the future once additional funding is identified.

Financial Implications: The lowest responsive responsible bid received for this project was from Consolidated Engineering Inc. in the amount of $413,997.50, including the Base Bid Items and two Alternate Bid Items. The total anticipated cost for the project, including the City's standard 10% contingency, is $455,397.25, as shown in the table below.

Expense Description	***Amount***
Construction Contract	$413,997.50
10% Construction Contingency	$41,339.75
TOTAL ANTICIPATED EXPENSES	$455,397.25

Funding for the project will be secured through account 501-80046-48030 (Airport Hanger Pavement – Construction). The current available unencumbered budget in the Construction account as of August 31, 2022, is $515,000. The proposed construction budget is $455,397.25 is within the current funding allocation.

Environmental Considerations: This project has a grading permit from Tahoe Regional Planning Agency (TRPA). No environmental review is required under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities). All applicable best management practices will be utilized to protect air and water quality during construction.

Policy Implications: The City Council has included infrastructure as one of its Strategic Priorities and Goals in the 2021-2026 Strategic Plan. This project will help accomplish the City Council's objective as well as provide adequate taxilanes for aircraft.

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID PROPOSAL TO THE CITY OF SOUTH LAKE TAHOE

DOCUMENT 00400 – BID PROPOSAL

2022 HANGAR TAXILANE REHABILITATION PROJECT
PWC 22-50180046
CITY FORMAL BID NO. 22-50180046-BN1

NAME OF BIDDER CONSOLIDATED ENGINEERING INC.

BUSINESS P.O. BOX P.O. Box 701

BUSINESS STREET ADDRESS 5860 AMOS LANE

CITY, STATE, ZIP VALLEY SPRINGS, CA, 95252

TELEPHONE NO: (925) 752-5366 FAX NO: (N/A) N/A

CONTRACTOR LICENSE NO. A-1013580 (Exp. 12/31/2022)

This Bid Proposal is submitted to the City on AUGUST 16, 2022

1.0 ENTER INTO AGREEMENT

The undersigned Bidder proposes and agrees, if this Bid Proposal is accepted, to enter into an Agreement with the City, in the form included in the Bid Documents, and to perform all Work as specified or indicated in the Bid Documents within the specified time and for the price(s) indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. The Agreement shall be in the amount of the Base Bid Schedule Price, plus any Bid Alternate Items, if applicable.

2.0 BIDDER ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bidder agrees that its Bid will remain open and subject to acceptance for at least ninety (90) calendar days after the Bid opening, or for such longer period of time that City and Bidder may agree to in writing.

3.0 BIDDER REPRESENTATIONS

In submitting this Bid, the undersigned Bidder represents that:

A. Bidder has in its possession a complete set of Contract Documents, and it has carefully examined and studied the Contract Documents, all information available to Bidders, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum Number	Addendum Date	Signature of Bidder
1.1	8/11/22	
1.2	8/11/22	

B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder further affirms that by submitting this Bid it has satisfied itself as to the availability of skilled and unskilled labor and qualified workers necessary to perform the Work within the Contract Time permitted, as well as the availability to procure the necessary equipment and materials to perform the Work within the time required.

C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local laws, regulations, codes, permits, and other requirements that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Bid Documents, if any.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work (if any) to be performed by City and others at the Site, or in close proximity to the site, that relates to the Work as indicated in the Bidding Documents or that may have some impact or bearing upon the performance of

the Work.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Bidder, and where said conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications by City because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

J. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 BID

The undersigned Bidder proposes and agrees to contract with the City to perform all of the Work, including subsidiary obligations as defined in the Contract Documents, for the price indicated in the Base Bid Schedule, below, plus or minus Alternate Item(s), if any, as directed in the sole discretion of the City.

In submitting its Bid Proposal, the undersigned Bidder understands and acknowledges that the Total Base Bid Price (Article 4.3, below) is the sum total of all required bid item amounts, inclusive of the Base Bid Schedule and the Bidder's Daily Rate of Compensation for Compensable Delay (extended for the number of calendar days as set forth herein). Alternate Items as set forth herein, if any, shall not be considered as part of the Total Base Bid unless Bidder is instructed, pursuant to the calculation of the Total Base Bid Price set forth in Section 4.3, below, to include some, or all, Alternate Items as part of the Total Base Bid.

The City shall compare the Total Base Bid Prices (Article 4.3) of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if at all, to the lowest responsible bidder in accordance with California Public Contract Code section 20162.

The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule (Article 4.1) plus Alternate Item(s) (Article 5.0), If any, as may be directed in the sole discretion of the City.

4.1 BASE BID SCHEDULE (SCHEDULE IA)

BID SCHEDULE 1a (HANGAR TAXILANES REHABILITATION – SCHEDULE Ia)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost
1	Mobilization	LS	1		$10,000.00
2	Temporary Erosion Control	LS	1		$6,700.00
3	Asphalt Pavement Removal (Full Depth)	SY	1,800	$13.75	$24,750.00
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$21.00	$1,680.00
5	Dig Out & Repair (Unsuitable Material)	CY	100	$114.35	$11,435.00
6	3.25" of AC (2 lifts)	SY	1,800	$47.50	$85,500.00
7	2" of AC (1 lift)	SY	80	$21.00	$1680.00

BID SCHEDULE 1 PRICE (Item Nos. 1 through 7): $ 141,745.00

BID SCHEDULE 1 PRICE (in words): ONE HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS ~~$00/100~~

The amount of each of the above Bid line items must be filled in and completed.

Bid prices shall include everything necessary for the completion of the Work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the "Unit Price" multiplied by the "Estimated Quantity" for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except that if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the Bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the Bid may be deemed irregular unless the Project being bid has only a single item and a clear, readable total bid is provided.

In case of discrepancy between the "Base Bid Schedule Price" listed and the actual sum of all item total prices, the individual item totals will prevail and the "Base Bid Schedule Price" will be revised to reflect the appropriate total based on the unit prices.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a Bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the Work. The decision of the City respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

4.2 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY

Each and every Bidder, to have its Bid deemed responsive, shall provide below the daily rate of compensation for any Compensable Delay (as defined at Section 9.10 of the Special Provisions) caused by the City, at any time, during the performance of the Work. The daily rate of compensation (as required to be extended herein), which shall be included in the Total Base Bid Price, shall represent the amount that Contractor will charge the City for all direct and indirect delay costs which may be incurred by Contractor, on behalf of itself and all subcontractors and suppliers, of every tier, should there be a Compensable Delay.

The daily rate to be charged to the City shall be listed in the blanks as required, below, and shall be applicable to each of the first sixty (60) calendar days of Compensable Delay (beyond the Contract Time) that is not concurrent with any Contractor-caused delay, and shall represent the exclusive and sole amount (*i.e.*, constitute payment in full) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all direct and indirect delay costs.

Bidders are advised that the amount filled in the first blank, below, is the daily rate to be paid by City for each of the first sixty (60) calendar days of Compensable Delay. That amount shall be multiplied by 60 to yield an amount which liquidates the City-caused delay damages, in its entirety, during the first sixty (60) calendar days of Compensable Delay, and this amount shall be filled in the second blank, below. The latter total, which Bidder must add to the Base Bid Schedule Price (and/or all other Bid amounts as may be required herein) to determine the Total Base Bid Price, will be used not only for bid comparison purposes to determine the lowest responsive, responsible Bidder, but also to determine the daily rate of direct and indirect delay costs to which Bidder will be entitled during the first sixty (60) days of any Compensable Delay (should the City award the Agreement to Bidder).

By including the daily rate of delay damages in this Bid Proposal, the City is not representing that it intends or expects to have the Project delayed, whether for sixty (60) calendar days or otherwise,

but rather that the City wishes to quantify the amount it would be obligated to pay should such a Compensable Delay event(s) arise. The City will only pay the daily rate of compensation for the actual number of days of Compensable Delay, if any, in accordance with the Contract Documents; the actual number of days of Compensable Delay, if any, may be greater or lesser than the 60 day "multiplier" shown below. With respect to Compensable Delays beyond sixty (60) calendar days, the amount of direct and indirect delay costs, if any, to which Bidder may be entitled (if authorized under the Contract Documents) shall be determined in accordance with the Contract Documents.

In order for the Bid to be considered responsive, Bidder must submit the required Daily Rate of Compensation for Compensable Delay, extended as required hereunder. The failure of Bidder to do so shall result in the Bid being rejected as non-responsive.

(1) **DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY FOR CONTRACTOR AND ALL SUBCONTRACTORS/SUPPLIERS (include the amount in words as well as numbers):**

$ 0.00 **per calendar day (amount).**

Zero dollars Zero Cents

(words).

(2) **DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY FOR CONTRACTOR AND ALL SUBCONTRACTORS/SUPPLIERS MULTIPLIED BY 60 (include the amount in words as well as numbers):**

Daily Amount (above): $ 0.00 **x 60 calendar days = $** 0 **(amount)**

Zero dollars Zero Cents

(words).

In case of discrepancy between the amount stated for "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" and the extension of that amount as stated above for the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60", the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" shall prevail and the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" will be corrected accordingly to reflect the appropriate total based on the stated daily rate.

4.3 TOTAL BASE BID

The Total Base Bid shall be determined by adding the following amounts as set forth in Sections 4.1 and 4.2(2): **"Base Bid Schedule Price" (Section 4.1)** plus **"Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" (Section 4.2(2)) = "Total Base Bid".**

TOTAL BASE BID PRICE:

$ 141,745.00 **(amount)**

TOTAL BASE BID PRICE (in words):
ONE HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS & ZERO CENTS

In the event the addition of the "Base Bid Schedule Price" and "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" is incorrect such that the Total Base Bid Price does not equal the product of those two Bid components, the City will correct the Total Base Bid Price accordingly and the corrected addition will govern.

The City shall compare the amounts of the Total Base Bid Prices of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if an award is made, to the lowest responsible bidder in accordance with California Public Contract Code section 20162. The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule (Article 4.1).

The City reserves all rights to reject this Bid, or all Bids, and to waive any and/or all minor irregularities, all within the City's sole discretion.

5.0 BID ALTERNATE ITEMS

The City has approximately $470,000 available for this contract. The number of bid alternatives awarded will be determined by the base bid schedule amount plus the number of alternatives that can be awarded within that budget.

BID ALTERNATE 1 (HANGAR TAXILANES REHABILITATION – SCHEDULE Ib)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost
1	Mobilization	LS	1		$10,000
2	Temporary Erosion Control	LS	1		$775
3	Asphalt Pavement Removal (Full Depth)	SY	1,800	$13.75	$24,750
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$21.00	$1,680
5	Dig Out & Repair (Unsuitable Material)	CY	100	$114.35	$11,435
6	3.25" of AC (2 lifts)	SY	1,800	$47.50	$85,500
7	2" of AC (1 lift)	SY	80	$21.00	$1,680

BID ALTERNATE 1 PRICE (Item Nos. 1 through 7): $ 135,820.00

BID ALTERNATE 1 PRICE (in words): ONE HUNDRED THIRTY FIVE THOUSAND EIGHT HUNDRED TWENTY ~~DOLLARS~~ DOLLARS & ZERO CENTS. BE.

BID ALTERNATE 2 (HANGAR TAXILANES REHABILITATION – SCHEDULE Ic)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost
1	Mobilization	LS	1		$10,000—
2	Temporary Erosion Control	LS	1		$775—
3	Asphalt Pavement Removal (Full Depth)	SY	1,810	$13.75—	$24,887.50—
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$21.00—	$1,680—
5	Dig Out & Repair (Unsuitable Material)	CY	100	$114.35	$11,435—
6	3.25" of AC (2 lifts)	SY	1,810	$47.50—	$85,975—
7	2" of AC (1 lift)	SY	80	$21.00—	$1,680—

BID ALTERNATE 2 PRICE (Item Nos. 1 through 7): $ $136,432.50

BID ALTERNATE 2 PRICE (in words): ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS & FIFTY CENTS.—

BID ALTERNATE 3 (HANGAR TAXILANES REHABILITATION – SCHEDULE Id)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost
1	Mobilization	LS	1		$10,000—
2	Temporary Erosion Control	LS	1		$775—
3	Asphalt Pavement Removal (Full Depth)	SY	1,800	$13.75—	$24,750—
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$21.00—	$1,680—

5	Dig Out & Repair (Unsuitable Material)	CY	100	$114.35	$11,435
6	3.25" of AC (2 lifts)	SY	1,800	$47.50	$85,500
7	2" of AC (1 lift)	SY	80	$21	$1,680

BID ALTERNATE 3 PRICE (Item Nos. 1 through 7): $ 135,820.00

BID ALTERNATE 3 PRICE (in words): ONE HUNDRED THIRTY FIVE THOUSAND EIGHT HUNDRED TWENTY DOLLARS & ZERO CENTS

BID ALTERNATE 4 (HANGAR TAXILANES REHABILITATION – SCHEDULE Ie)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost
1	Mobilization	LS	1		$10,000
2	Temporary Erosion Control	LS	1		$775
3	Asphalt Pavement Removal (Full Depth)	SY	1,820	$13.70	$24,934
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$21	$1,680
5	Dig Out & Repair (Unsuitable Material)	CY	100	$114.35	$11,435
6	3.25" of AC (2 lifts)	SY	1,820	$47	$85,540
7	2" of AC (1 lift)	SY	80	$21	$1,680

BID ALTERNATE 4 PRICE (Item Nos. 1 through 7): $ 136,044.00

BID ALTERNATE 4 PRICE (in words): ONE HUNDRED THIRTY SIX THOUSAND FORTY FOUR DOLLARS & ZERO CENTS

BID ALTERNATE 5 (HANGAR TAXILANES REHABILITATION – SCHEDULE II)

Item No.	Description	Unit of Measure	Est. Qty	Unit Price	Total Cost

1	Mobilization	LS	1		$10,000 —
2	Temporary Erosion Control	LS	1		$775 —
3	Asphalt Pavement Removal (Full Depth)	SY	4,700	$8.65 —	$40,655 —
4	Asphalt Pavement Removal (Partial Depth)	SY	200	$8.40 —	$1,680 —
5	Dig Out & Repair (Unsuitable Material)	CY	500	$58.50 —	$29,250 —
6	3.25" of AC (2 lifts)	SY	4,700	$40.60 —	$190,820
7	2" of AC (1 lift)	SY	200	$9 ——	$1800 ——
8	Temporary Pavement Markings	SF	980	$3 ——	$2,940 —
9	Permanent Pavement Markings	SF	980	$12 ——	$11,760 —

BID ALTERNATE 5 PRICE (Item Nos. 1 through 9): $ 289,680.00 ——

BID ALTERNATE 5 PRICE (in words): TWO HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS & ZERO CENTS —

6.0 COMPLETION

In accordance with the Contract Documents, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within **ten (10) calendar days** from the date that commencement of the Work is authorized pursuant to the Notice to Proceed, and shall be completed within the Contract completion time(s) as set forth in the Contract Documents. Furthermore, the undersigned Bidder accepts the provisions of Section 8.3.2 of the Special Provisions with respect to the assessment of liquidated damages in the event Contractor fails to complete the Work within the specified time(s).

7.0 ATTACHED DOCUMENTS

The undersigned Bidder, by initialing upon each line, below, acknowledges that the following fully completed and executed Bid Documents are attached to, incorporated herein by reference and made a condition of this Bid Proposal (unless the City authorizes the submission of any document(s) enumerated below subsequent to the bid opening pursuant to the instructions set forth in the Bid Documents:

SECTION	TITLE	INITIALS
00410	Bidder's Bond	CMC

00420	Designation of Subcontractors	CMC
00425	Self-Performance Declaration	CMC

(If is not submitted with Bid, Document 00425 shall be submitted within 24 hours after the time of bid opening.)

00430	Debarment and Suspension Certifications	CMC
00432	Non-Collusion Declaration	CMC
00435	Worker's Compensation Certification	CMC
00440	Business and Professions Code Sections 7028.15 and 7031 Statement	CMC
00450	Bidder's Statement of Financial Responsibility, Technical Ability and Experience	CMC
00460	Equal Employment Opportunity Certification	CMC
00465	Non-Lobbying Certification	CMC
00466	Disclosure of Lobbying Activities	CMC
00635	Warranty/Guaranty Form	CMC
00640	Acknowledgment of City Code	CMC
00650	Bid Document Certification	CMC

(Document 00650 shall be submitted with the escrowed bid documents within three (3) business days after bid opening in accordance with the Bid Documents.)

8.0 SUPPLEMENTAL INFORMATION SUBMITTED AFTER BID OPENING

A. The undersigned Bidder understands and acknowledges that it may be ineligible for an award of the Agreement unless the Bidder has furnished all required documentation, on behalf of itself and all subcontractors, as applicable, in accordance with Section 2.3 ("Escrow of Bid Documents") of the Special Provisions, and which shall include, without limitation, Document 00650 ("Bid Document Certification").

B. The undersigned Bidder understands that a Bidder may be ineligible for an award of the Agreement unless the Bidder has furnished, in accordance with the Bid Documents, and within 24 hours of the Bid opening, a completed Document 00425 ("Self-Performance Declaration") certifying that Bidder shall perform with the Bidder's own organization Work in an amount not less than **30%** of the total original price of the Work.

9.0 CALIFORNIA CONTRACTOR'S LICENSE AND ENTITY INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California, and that information follows:

Bidder's Valid California Contractor's License No. 1013580 Class A

Expiration Date: 12/31/22; Bidder has contracted under this license number for 6 years.

Bidder must provide the following information if Bidder is:

An Individual/Sole Proprietorship:

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Partnership or LLC:

Partnership or LLC Name: _____ (SEAL)

By: _____

(Signature of general partner or member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Corporation:

Corporation Name: CONSOLIDATED ENGINEERING INC.

State of Incorporation: CALIFORNIA

Type (~~General Business~~, Professional, Service, Limited Liability): S Corp Service

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Casey Curtin

Title: President

(CORPORATE SEAL)

CONSOLIDATED ENGINEERING INC. CORPORATE SEAL 2016 CALIFORNIA

Attest: _____

(Signature of Corporate Secretary)

Business address: P.O. BOX 701, VALLEY SPRINGS, CA 95252

Date of Qualification to do business is 6/18/16

Phone Number: (925) 752-5366 FAX Number: (N/A) N/A

Email Address of Authorized Representative: casey@conenginc.net

A Joint Venture:

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

10.0 BID SECURITY

Accompanying this Bid Proposal is:
bidder's bond

(Insert the words "cash" ($_____), "cashier's check," or "bidder's bond," as the case may be.) in an amount to equal at least ten (10) percent of the total amount of the Bid.

IF CASHIER'S CHECK INCLUDED, ATTACH HERE:

By my signature on this Bid Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Bid Proposal, and all documents, declaration and certifications submitted as part of this Bid Proposal, are accurate, true and correct and that the Bidder has complied with the requirements of 2 CCR Section 11102 (Fair Employment and Housing Commission Regulations).

Date: 8/16/22

Sign here

Casey Curtin

President

Signature and Title of Bidder's Authorized Representative

END OF DOCUMENT 00400

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

DOCUMENT 00410 – BIDDER'S BOND

WHEREAS, we, Consolidated Engineering, Inc as Principal, and Old Republic Surety Company as Surety, are held and firmly bound unto the City of South Lake Tahoe, a political subdivision of the State of California (hereinafter called "City") in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid to City for that certain construction project known as **2022 HANGAR TAXILANE REHABILITATION PROJECT**

for which Bids are to be opened on August 16, 2022, has been submitted by Principal to City:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written Agreement with City, in the prescribed form, in accordance with the Bid as accepted, and file the Contract Bonds with City (including one to guarantee faithful Performance and another to guarantee Payment for labor and materials, as required by law), or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Agreement and give such Contract Bonds within the time specified, or to satisfy any other conditions precedent to the entering into an Agreement, if the Principal shall pay City the difference between the amount specified in said Bid and the amount for which City may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Agreement on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit,

including attorneys' fee and consultant costs to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th day of August, 2022.

PRINCIPAL:
Consolidated Engineering, Inc.

Signature

Casey Curtin
Name

President
Title

5860 Amos Lane, Valley Springs, CA 95252
Address

SURETY:
Old Republic Surety Company

Nicole S. Moon
Signature

Nicole S. Moon
Name

Attorney-In-Fact
Title

455 S. Moorland Road, #200, Brookfield, WI 53005
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

CONSOLIDATED ENGINEERING CORPORATE SEAL 2016 CALIFORNIA

SEE ATTACHED ACKNOWLEDGMENT

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____
Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00410

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 8/12/22 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Nicole S. Moon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David Weise, Nicole S. Moon, Lynn E. Patton of Rancho Cordova, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of November, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of November, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

31 3225

Signed and sealed at the City of Brookfield, WI this 12th day of August, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00420 – DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name (including license number), the location and the portion of the Work to be performed by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents, in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid per the Base Bid Schedule Price. **BIDDER SHALL ALSO EXECUTE AND SUBMIT TO THE CITY THE DECLARATION UNDER PENALTY OF PERJURY AT THE END OF THIS DOCUMENT.**

If the Bidder fails to specify a subcontractor for any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) to be performed under the Agreement, the Bidder shall be deemed to have agreed to perform such portion itself. Subletting or subcontracting of any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) as to which no subcontractor was designated in the original Bid shall only be permitted in strict accordance with California law.

Contractor shall also verify below that each listed subcontractor has registered and paid a fee to the Department of Industrial Relations pursuant to Labor Code 1725.5.

[NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.]

PORTION OF WORK ACTIVITY	SUBCONTRACTOR NAME AND LICENSE NUMBER	LICENSE NUMBER	LOCATION OF SUBCONTRACTOR	DIR. REG. VERIFIED Y/N)

PORTION OF WORK ACTIVITY	SUBCONTRACTOR NAME AND LICENSE NUMBER	LICENSE NUMBER	LOCATION OF SUBCONTRACTOR	DIR. REG. VERIFIED Y/N)

Document 00420 - Designation of Subcontractors; Declaration Under Penalty of Perjury:

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing Document 00420 - Designation of Subcontractors submission is accurate, true and correct.

Date: 8/16/22 Bidder's Signature: 

Bidder's Name and Title (Print): Casey Curtin president

END OF DOCUMENT 00420

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SELF-PERFORMANCE DECLARATION

DOCUMENT 00425 – SELF-PERFORMANCE DECLARATION

Pursuant to Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5-2 of the Special Provisions, Contractor shall certify that it will perform, with the Contractor's own organization, contract Work in an amount not less than **30%** of the total price of the Work. Bidder is instructed to complete the foregoing declaration and submit the same with the Bid, or, by facsimile (FAX) to (530) 541-3051 **within 24 hours** after the specified time of bid opening. **Failure of Bidder to provide the Self-Performance Declaration within the time specified may result in a non-responsive bid.**

Document 00425 – Self-Performance Declaration Under Penalty of Perjury:

Bidder certifies that it shall perform, with the Bidder's own organization, Contract Work in an amount not less than 30% of the total price of the original bid of the Work in accordance with Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5.2 of the Special Provisions.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the information provided in the foregoing Document 00425 – Self-Performance Declaration is accurate, true and correct.

Date: 8/16/22 Bidder's Signature: _____

Bidder's Name and Title (Print): Casey Curtin President

END OF DOCUMENT 00425

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DEBARMENT AND SUSPENSION CERTIFICATION

DOCUMENT 00430 – DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned (authorized official signing for the Bidder) hereby declares under penalty of perjury the following:

1. In accordance with section 6109 of the Public Contract Code, the bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 1771.1 or section 1777.7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to Owner. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

2. In accordance with section 10162 of the Public Contract Code, has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

3. In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of a court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Yes _____ No X

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

4. In accordance with section 10285.1 of the Public Contract Code, the Bidder declares that neither the Bidder nor any subcontractor to be engaged by the Bidder has been convicted of any of the offenses referred to in this section within the preceding three (3) years. These offenses include if that Bidder or any subcontractor to be engaged by the Bidder, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this certification, The City of South Lake Tahoe.

5. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for CONSOLIDATED ENGINEERING INC.) certifies to the best of his or her knowledge and belief, that the president, defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

D. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing questionnaire, and all certifications and statements therein, are accurate, true and correct.

Date: 8/16/22 Bidder's Signature: _____

Bidder's Name and Title (Print): Casey Curtin president

END OF DOCUMENT 00430

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-COLLUSION DECLARATION

DOCUMENT 00432 – NON-COLLUSION DECLARATION

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

In accordance with Title 23 of the United States Code Section 112 and Public Contract Code Section 7106, Bidder shall include with its bid the following declaration signed under penalty of perjury:

"The undersigned declares:

I am the President **[TITLE]** of CONSOLIDATED ENGINEERING INC. **[BIDDER]**, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/15/22 **[DATE]**, at VALLEY SPRINGS **[CITY]**, CALIFORNIA **[STATE]**."

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing declaration is accurate, true and correct.

Date: 6/15/22 Bidder's Signature: 

Bidder's Name and Title (Print): Casey Curtin President

END OF DOCUMENT 00432

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WORKER'S COMPENSATION CERTIFICATION

DOCUMENT 00435 – CONTRACTOR'S WORKERS COMPENSATION CERTIFICATION

PROJECT NAME: 2022 Hangar Taxilane Rehabilitation Project

PROJECT NO.: **PWC 22-50180046** **Bid No.: 22-50180046-BN-1**

Labor Code §3700:

> "Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.
>
> (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 8/16/22

CONTRACTOR'S SIGNATURE:

Signature

Casey Curtin

Name

President

Title

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00435

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

DOCUMENT 00440 – BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

In accordance with the Business and Professions Code Sections 7028.15 and 7031, the Contractor hereby states under penalty of perjury that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. 1013580, Classification(s) A-General Engineering 12/03/18

Expiration Date 12/31/2022

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: 8/10/22 Bidder's Signature: _____

Bidder's Name and Title (Print): Casey Curtin President

END OF DOCUMENT 00440

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

DOCUMENT 00450 – BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

The undersigned submits below a statement of projects of a similar character to that included in the proposed contract which have been successfully performed, together with approximate costs of each project, and references which will enable the City Council to judge the Contractor's responsibility, experience, skill and business standing.

[Note: Use additional sheets if necessary.]

TSD PAVING PROJECT, $341,000 TRUCKEE SANITARY DISTRICT, 12304 Joerger DRIVE, TRUCKEE, CA 96161 - Annette Wolfe (530)587-3804

LISTER TRAVIS AIR FORCE BASE, $330,800 TRAVIS AIR FORCE BASE, 690 AIRMEN DR., TRAVIS AFB, CA 94535 - (707) 424-1110

CITY OF STOCKTON PUBLIC WORKS PAVING VARIOUS STREETS, $294,304, STEWART-EBERHARDT BLDG., 22E WEBER AVE. #301, STOCKTON, CA 95202 - THINH PHAN (209) 937-8685

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: 8/16/22 Bidder's Signature: _____

Bidder's Name and Title (Print): Casey Curtin President

END OF DOCUMENT 00450

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

DOCUMENT 00460 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder CONSOLIDATED ENGINEERING INC., inclusive of its proposed subcontractor(s), as appropriate, hereby certifies as follows:

- Bidder/proposed subcontractor(s) have Y, have not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246;
- Bidder/proposed subcontractor(s) have Y, have not _____ developed and have on file at each establishment affirmative action programs pursuant to 41 CFR, Part 60–2; and
- Bidder/proposed subcontractor(s) have Y, have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CONTRACTOR'S SIGNATURE:

_____
Signature

Casey Curtin
Name

President
Title

END OF DOCUMENT 00460

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-LOBBYING CERTIFICATION

DOCUMENT 00465 – NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Document 00466), in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

CONTRACTOR'S SIGNATURE:

Signature

Casey Curtis

Name

President

Title

END OF DOCUMENT 00465

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DISCLOSURE OF LOBBYING ACTIVITIES

DOCUMENT 00466 – DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: ☐
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: ☐
a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

N/A

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☒

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Casey Curran

Title: President

Telephone No.: 925 752 5366 Date: 8/16/22

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

END OF DOCUMENT 00466

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WARRANTY/GUARANTEE FORM

DOCUMENT 00635 - WARRANTY/GUARANTEE FORM

In accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions, Contractor must sign and submit to City the following Guarantee in the form shown below:

Consolidated Engineering Inc [Contractor's Name] hereby unconditionally Guarantees that the project commonly known as Al Tahoe Blvd. Safety and Mobility Project [the "Work"] has been completed in accordance with the requirements of the Contract Documents and further Guarantees the Work to be free of defects in workmanship, equipment and materials and to remain free of such defects for a period of one (1) year from the date of acceptance of the Work by the City Council of the City of Lake Tahoe, or through its designee, unless a longer/shorter period(s) is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all components of the Work, together with any adjacent work that may have been damaged or displaced in so doing, that may *prove* to be not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or materials within the period specified, without any expense whatsoever to City, ordinary wear and tear and unusual abuse and neglect excepted. The Contractor has provided Contract Bonds that will remain in full force and effect during the Guarantee period.

The Contractor further agrees that within three (3) calendar days after being notified in writing of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, it will commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the Work within a reasonable period of time. In the event Contractor fails to so comply, Contractor does hereby authorize City to proceed to have such Work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. City will be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an Emergency constituting an immediate hazard to the public health or safety or the health or safety of City's employees, City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

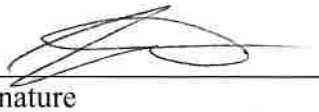
The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing City's rights to enforce all terms of the Contract Documents referenced hereinabove or the time for enforcement thereof. This Guarantee is provided in addition to, and not in lieu of, City's rights on such Contract.

In accordance with the Special Provisions of the Contract Documents for the Project, Contractor shall timely procure and submit to the City a Maintenance/Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance and warranty obligations as may be required under the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City.

The one-year Warranty/Guarantee period set forth herein does not in any way limit or waive the City's rights to pursue legal action for latent construction defects, in accordance with California Code of Civil Procedure §337.15, nor for patent construction defects in accordance with California Code of Civil Procedure §337.1.

By executing this document, below, Bidder certifies that it has reviewed the content of the Warranty/Guarantee Form, and that it will execute and issue the foregoing Warranty/Guarantee Form as a condition to the acceptance of the Work in accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions.

CONTRACTOR'S SIGNATURE:



Signature

Casey Curtin

Name

President

Title

8/16/22

Date

END OF DOCUMENT 00635

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGMENT OF CITY CODE

DOCUMENT 00640 – ACKNOWLEDGMENT OF CITY CODE

Contractor represents and warrants that it has reviewed all aspects of the South Lake Tahoe City Code which may be applicable to the Project.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I have reviewed the South Lake Tahoe City Code, and that Bidder will comply with all aspects of the South Lake Tahoe City Code as may be applicable to the Project.

Date: 9/16/22 Bidder's Signature: _____

Bidder's Name and Title (Print): Casey Curtin President

END OF DOCUMENT 00640

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID DOCUMENTATION CERTIFICATION

DOCUMENT 00650 – BID DOCUMENTATION CERTIFICATION

The undersigned hereby certifies, under penalty of perjury, that the bid documentation accompanying this certification constitutes all of the information used in the preparation of the bid submitted on behalf of Bidder, as required to be submitted to the City in accordance with Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). The undersigned further certifies that he/she has personally examined the contents of the bid documentation accompanying this certification, and that the same is complete and satisfies the requirements of Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). **Failure of Bidder to submit an executed Bid Documentation Certification and Bid Escrow Documents within three (3) business days after bid opening will result in a non-responsive bid.**

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Date: 8/16/22 Bidder's Signature: _____

Bidder's Name and Title Casey Curtin President

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

_____

_____

_____

_____

_____

_____

_____

_____

END OF DOCUMENT 00650

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

AGREEMENT

City of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS
AGREEMENT
for

2022 HANGAR TAXILANE REHABILITATION PROJECT
PWC 22-50180046
CITY BID NO. 22-50180046-BN1
FEDERAL AIP PROJECT N/A)

THIS AGREEMENT is made and entered into this 6 day of September, 2022, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and Consolidated Engineering , herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 - THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **2022 HANGAR TAXILANE REHABILITATION PROJECT** as required pursuant to the Contract Documents.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) on or before October 31, 2022 (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Contract Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus

any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $500 for each calendar day beyond October 15, 2022, and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), and $500 for each calendar day beyond October 31, 2022, that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.3).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is **$0.00/cal day** the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

Item No.	Bid Schedule 1a Bid Item	Unit	Quant.	Consolidated Engineering Unit Price	 Item Total
1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
2	Temporary Erosion Control	LS	1	$ 6,700.00	$ 6,700.00
3	Asphalt Pavement Removal (Full Depth)	SY	1,800	$ 13.75	$ 24,750.00
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$ 21.00	$ 1,680.00
5	Dig Out & Repair (Unsuitable Material)	CY	100	$ 114.35	$ 11,435.00
6	3.25" of AC (2 lifts)	SY	1,800	$ 47.50	$ 85,500.00
7	2" of AC (1 lift)	SY	80	$ 21.00	$ 1,680.00
				Base Bid:	$ 141,745.00

No.	Bid Alternate 1	Unit	Quant.	Unit Price	Item Total
1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
2	Temporary Erosion Control	LS	1	$ 775.00	$ 775.00
3	Asphalt Pavement Removal (Full Depth)	SY	1,800	$ 13.75	$ 24,750.00
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$ 21.00	$ 1,680.00
5	Dig Out & Repair (Unsuitable Material)	CY	100	$ 114.35	$ 11,435.00
6	3.25" of AC (2 lifts)	SY	1,800	$ 47.50	$ 85,500.00
7	2" of AC (1 lift)	SY	80	$ 21.00	$ 1,680.00
				Bid Alt 1:	$ 135,820.00

No.	Bid Alternate 2	Unit	Quant.	Unit Price	Item Total
1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
2	Temporary Erosion Control	LS	1	$ 775.00	$ 775.00
3	Asphalt Pavement Removal (Full Depth)	SY	1,810	$ 13.75	$ 24,887.50
4	Asphalt Pavement Removal (Partial Depth)	SY	80	$ 21.00	$ 1,680.00
5	Dig Out & Repair (Unsuitable Material)	CY	100	$ 114.35	$ 11,435.00
6	3.25" of AC (2 lifts)	SY	1,810	$ 47.50	$ 85,975.00
7	2" of AC (1 lift)	SY	80	$ 21.00	$ 1,680.00
				Bid Alt 2:	$ 136,432.50

TOTAL CONTRACT SUM: $413,997.50

For the Total Contract Sum of four hundred and thirteen thousand nine hundred and ninety-seven dollars and fifty cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 - PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial

Relations.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

ARTICLE 5 - CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Self-Performance Declaration (Document 00425);

(g) Debarment and Suspension Certifications (Document 00430);

(h) Non-Collusion Declaration (Document 00432);

(i) Worker's Compensation Certification (Document 00435);

(j) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(k) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(l) Equal Employment Opportunity Certification (Document 00460);

(m) Non-Lobbying Certification (Document 00465);

(n) Disclosure of Lobbying Activities (Document 00466);

(o) Agreement (Document 00500);

(p) Payment Bond Form (Document 00610);

(q) Performance Bond Form (Document 00620);

(r) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(s) Warranty/Guaranty Form (Document 00635);

(t) Acknowledgment of City Code (Document 00640);

(u) Bid Document Certification (Document 00650);

(v) The Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards;

(w) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(x) Supplemental Conditions (Document 00800), if any;

(y) General Requirements, if any;

(z) Construction Progress Documentation (Document 01300);

(aa) Technical Specifications;

(bb) Contract Drawings;

(cc) Addenda (numbers ___ to____, inclusive; and

(dd) Permits from other agencies as may be required by law.

(ee) All Documents referenced as constituting the "Bid Documents" pursuant to Section 1.3 ("Bid Documents") of the Special Provisions.

Exhibits to this Agreement are enumerated as follows:

- Exhibit A: Escrow Bid Document Certification; and
- Exhibit B: Insurance Certificates and Endorsements.

ARTICLE 6 - WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City and the California Department of Transportation for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 - INDEMNITY AND INSURANCE

To the fullest extent permitted by law, including, without limitation, Civil Code section 2782, *et seq*., and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agent, the California Department of Transportation, the Project Manager, the Architect/Engineer, the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents, and shall not extend to the sole negligence or willful misconduct of the City, or the active negligence of the City. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:	**Notices required to be given to Contractor:**
Public Works Director/City Engineer	_____
City of South Lake Tahoe	_____
1740 D Street	_____
South Lake Tahoe, CA 96150-6251	_____

Notices required to be given to any surety(ies):

_____

_____

ARTICLE 9 - MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have

been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Devin Middlebrook, Mayor

Contractor: Consolidated Engineering Inc.

By _____
Casey Curtin, President

Business License No. #100301

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

EXHIBIT A
ACCEPTED CONTRACTOR BID

EXHIBIT B
ESCROW BID DOCUMENTS & CERTIFICATION

EXHIBIT C
INSURANCE CERTIFICATES & ENDORSEMENTS

CONSO-1 OP ID: DM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2022

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 have ADDITIONAL INSURED provisions or 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 Foothill Valley Insurance 4970 Rocklin Rd. #400 Rocklin, CA 95677 Thomas W Belton 916-773-4560	CONTACT NAME: Tyla Belton PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583 E-MAIL ADDRESS: tyla.b@foothillvalley.com
INSURED Consolidated Engineering, Inc. PO Box 701 Valley Springs, CA 95252	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Fire Insurance Co. — 10030 INSURER B : United Financial Casualty Co — 11770 INSURER C : Westchester Surplus Lines — 10172 INSURER D : Everest Premier Insurance Co. — 16045 INSURER E : Lloyds of London — 85202 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			G72548243 001	10/19/2021	10/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			04448159-0	07/08/2022	01/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G72548255 001	10/19/2021	10/19/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7600023471221	07/24/2022	07/24/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liab			ENP0006983-01	02/01/2022	02/01/2023	Aggregate Each Occ	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Ongoing Operations per written contract
City of South Lake Tahoe Department of Public Works is named additional insured per per CG2037(04/13) & CG2010(04/13) attached.

CERTIFICATE HOLDER

City of South Lake Tahoe
Department of Public Works
1740 D Street
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
Tyla A Belton

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXHIBIT D
PERFORMANCE AND PAYMENT BOND

EXHIBT E
Identification Number and Certification

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.
Casey Curtin

2 Business name/disregarded entity name, if different from above
Consolidated Engineering Inc.

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.
P.O. BOX 701

Requester's name and address (optional)

6 City, state, and ZIP code
Valley Springs, CA, 95252

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

8	3	–	0	9	5	0	6	5	1

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** ► [signature] | **Date** ► 4/5/22

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 15

Agenda Item: Agreement with SNG & Associates, Inc. for Design and Engineering Services for the Barton Ave & 2nd Street Drainage Project

Executive Summary: The City of South Lake Tahoe received a $1,289,822 Proposition 68 grant from the California Natural Resources Agency for storm drainage and water quality improvements in the Barton Avenue, Helen Avenue, Second Street, Winnemucca Avenue, Silver Tip Avenue area that is prone to flooding during high intensity storms and warm rain-on-snow events. The City committed to a local match contribution of $183,743 to fund Project planning, design, engineering, and permitting.

Public Works, Engineering Division advertised a Request for Proposals (RFP) on the City's PlanetBids website and re-advertised the RFP on July 15, 2022. Three proposals were received on July 29, 2022. Following careful review and scoring of the RFPs, consulting firm, SNG & Associates, Inc. was selected as the most qualified consultant to assist Public Works, Engineering Division with the preparation of 100% plans, specifications, and permitting documents. The negotiated contract fee is $214,780.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Professional Services Agreement with SNG & Associates, Inc. for Design & Engineering Services for the Barton Ave & 2nd Street Drainage Project for an amount not to exceed $214,780.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Complete Streets Manager

Responsible Staff Member: Stan Hill, Engineering Manager/City Engineer
Jason Burke, Complete Streets Manager

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Hilary Roverud, Director of Development Services
Susan Blankenship, City Clerk
Heather Stroud, City Attorney
Joseph Irvin, City Manager

Attachments:

01-Staff Report - Street Drainage Project.docx
02-Location Map and Photos
03-Professional Services Agreement
04-Resolution 2022-006

City of South Lake Tahoe
Report to City Council

Meeting Date: September 6, 2022

Title: Professional Services Agreement for Design/Engineering Services for the Barton Ave & 2nd Street Drainage Project

Location: Third St. and 2nd St. between Barton Ave. and Helen Ave; Barton Ave between 3rd St. and 2nd St; Helen Ave. between Third St. and Winnemucca Ave; Winnemucca Ave. between Helen Ave. and Silver Tip Ave; and Silver Tip Ave. between Winnemucca Ave. and Truckee Drive

Responsible Staff Members: Stan Hill, Engineering Manager/City Engineer
Jason Burke, Complete Streets Manager

Background:
The Department of Public Works has received many complaints of flooding in the Barton Ave – Second Street neighborhood, because the area was developed with no drainage systems prior to City of South Lake Tahoe (City) incorporation in 1965. The flooding issue is most prevalent on 2nd Street between Barton and Helen Avenue and was noted as a priority problem area in the *Drainage Master Plan Update* presented to the City Council on April 20, 2021. Stormwater flooding also regularly occurs on Helen Avenue (east of 2nd Street), Winnemucca Ave (between Helen Ave and Silver Tip Ave), and on Silver Tip Ave.

The Barton Ave and 2nd Street Drainage Project will alleviate flooding seasonally experienced at Helen Ave and 3rd Street intersection, address significant flooding on 2nd Street between Helen and Barton that impacts the mobile home park, and associated flooding that impacts the Jubilee Kids Academy (2249 Helen Avenue and adjacent residences). The project will also provide stormwater treatment prior to conveyance of excess runoff to the end of Silver Tip Avenue where it has historically discharged to the Johnson Meadow property, now owned by the Tahoe Resource Conservation District.

Issue and Discussion:
On May 31, 2022, Public Works posted a Request for Proposals (RFP) on the PlanetBids website, for engineering design services for the Barton Avenue & 2nd Street Drainage Project. Unfortunately, no proposals were delivered by the submittal due date. The Project was posted a 2nd time on PlanetBids on July 15, 2022. On July 29th, the City received three proposals from interested consultants.

Following review of the three proposals, consultant, SNG & Associates (SNG) was selected as the most qualified design/engineering team. The Professional Services Agreement (PSA) between the City and SNG for a not-to-exceed lump sum amount of $214,780 will allow SNG to immediately begin the Project engineering/design effort as described in the PSA, Scope of Work (Attachment 03).

The 100% Plans, Specifications, and Estimate (PS&E) bid documents are scheduled for completion at the end of January 2023. Following completion of the 100% PS&E documents, Public Works will bid and award the Project. Construction is scheduled for completion by the end of October 2023.

Financial Implications:
Via Resolution 2022-006 (Attachment 04), City Council accepted and appropriated a California Natural Resources Agency (CNRA) Proposition 68 grant ($1,289,822) which included $183,743 in City contribution towards $234,224 total budget for Engineering Design. The City's engineering and design contribution to the Project will be used to compensate SNG & Associates for the completion of 100% PS&E bid documents.

Public Works Department negotiated an agreement fee with SNG & Associates for a not to exceed lump sum fee of $214,780. The Scope of Work attached to the PSA describes the work tasks and deliverables required of SNG & Associates.

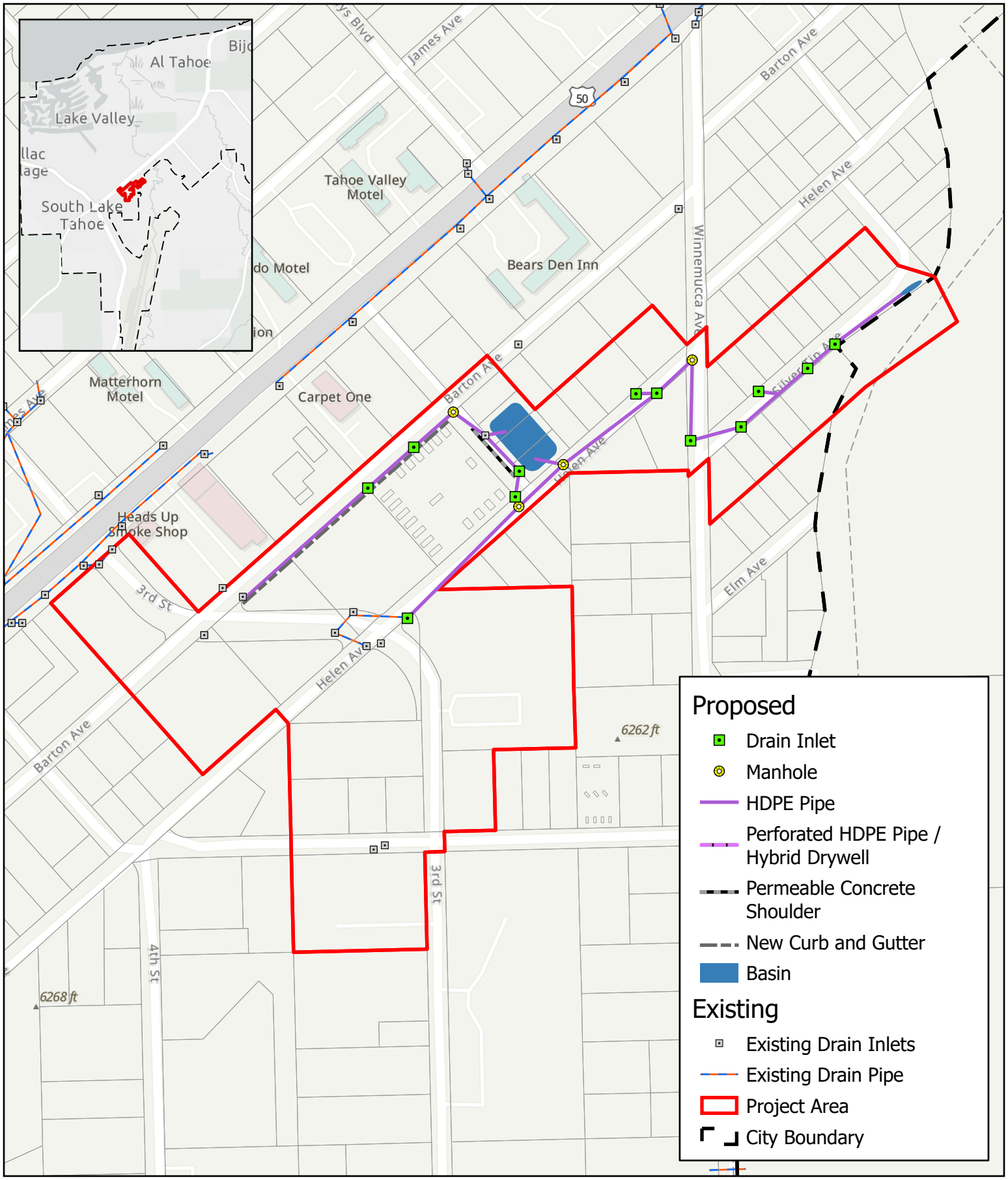
Environmental Considerations:
On June 15, 2021, a CEQA Notice of Exemption was filed by the City Planning Manager with the State Clearinghouse as a Class 4, 15304 (minor alteration to land) categorical exemption, State Clearinghouse Number 2021060316. The proposed Project improvements consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature scenic trees.

A TRPA EIP permit for the Project will be acquired by the Engineering Division before the start of Project construction. The California Tahoe Conservancy approved a License Agreement on June 15, 2017 (C-93-17) for the use of three Conservancy parcels for the construction and maintenance of the stormwater treatment basin on Second Street.

Policy Implications:
The Project will assist with the updated City Council Priorities to improve road drainage conditions, to ensure pavement resurfacing investments are long-lasting, prepare for increased flooding risks due to climate change, and build public trust by following through with previous commitments with tangible results.

The Project will address major drainage issues identified in the *Updated Drainage Master Plan* presented to the City Council on April 20, 2021[1] and as shown in the attached Project Location Map and Photos. The proposed improvements will also assist the City in meeting the sediment and nutrient reductions mandated by the Lake Tahoe TMDL. Meeting sediment and nutrient reduction mandates will assist with receiving all housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation).

[1] Available on the City Website: https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/888076/04-Updated_Drainage_Master_Plan_Ranking_Criteria_and_Project_List.pdf



CITY OF SOUTH LAKE TAHOE

Barton Ave and Second Street Drainage Project Area

N

0 100 200 300 400
Feet

380

Path: J:\GIS files\Projects\PublicWorks\StormWater\SecondStreet\SecondStFloodAndErosionControlProject.aprx | Project Map | 7/7/2021

Attachment 7: Barton Neighborhood Urban Stormwater Treatment Project

City Project No. 301-40030-01 (EIP Project 01.01.01.0012)



Flooding of 3rd Street/Helen Avenue: Drain inlets have no pipes to drain water from roadway, ponding contributes to pavement degradation on the way to Barton Hospital



Flooding of 2nd Street at Mobile Home park: no drainage



Attachment 7: Barton Neighborhood Urban Stormwater Treatment Project

City Project No. 301-40030-01 (EIP Project 01.01.01.0012)



Flooding on Helen Avenue: no drainage



CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of September, 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **SNG & Associates, 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, "Fee 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 until **December 31, 2023**.

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 exceed **$214,780.00** without additional written authorization from City. Consultant payment requests shall not include sub-consultant

mark-up or travel expenses. 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 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 records shall be available at Consultant's address indicated for 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 or 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: SNG & Associates, Inc.
5776 Stoneridge Mall Road, Suite 365
Pleasanton, CA 94588

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. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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.

32. Debarment and Suspension Certification

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

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, Mayor

CONSULTANT:

By _____
Nanda Gottiparthy, President

Business License # _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

SNG has reviewed the scope of work requested for this project. Our project team will complete all the tasks listed in the RFP consistent with city standards and best engineering practices.

Task 1 – Project Management and Coordination

1.1. Project Control/Administration

Task 2 – 60% Design Level PS&E Documents

2.1. Research engineering records for existing info

2.2. Incorporate info from City of South Lake Tahoe record drawings in preparation of base plan.

2.3. Prepare 60% Civil Development Plans

Task 3 – 90% Design Level PS&E Documents

3.1. Prepare 90% Design level PS&E Documents

Task 4 – 100% Design Level PS&E Documents

4.1. Prepare 100% Design level PS&E Documents

Task 5 - Hydrologic and Hydraulic Analysis

5.1. Determine Hydrologic requirements

5.2. Design of Hydraulic Pipes and Structures

Task 6 – Bid Assistance (Optional Service)

6.1 Attend Pre-Bid Conference;

6.2 Attend Pre-Construction Conference;

6.3 Provide responses to bidder's questions and assist the City with preparing bid addenda; and

6.4 Update Project Plans with all revisions and deliver a digital set, five half scale sets, and five full sized sets of Conformed Plans.

Task 7 – Construction Engineering (Optional Service)

7.1 Review all construction submittals to confirm compliance with Project specifications;

7.2 Review, comment, and approve the Contractor's construction materials and shop drawing submittals;

7.3 Review contractor submitted Requests for Information (RFI) and provide written response to contractor's questions; and

7.4 Provide plan revisions as may determine necessary during construction.

EXHIBIT B

COMPENSATION/FEE SCHEDULE

Fee Schedule – 2022-23

August 16, 2022

BARTON/2ND SO LAKE TAHOE PROJECT, CA - Hours and Fee Schedule

MANHOUR ALLOCATION - CIVIL DEVELOPMENT PS&E

Task No.	Task Description	Asst Engr	Assoc Engr	Admin/Tech Support	Project Manager	Principal	SNG Hours / Task	SNG Cost / Task
1	**Project Management**	$130/Hr	$150/hr	$110/hr	$190/hr	$240/hr		
1.1	Project Control / Administration			20.00	30.00	16.00	66.00	
	Sub-Total Hours			20.00	30.00	16.00	66.00	$ 11,740.00
2	**60% PS&E Documents**							
2.1	Research Engineering records for existing info		12.00		8.00		20.00	
2.2	Incorporate info from City of South Lake Tahoe record drawings in preparation of base plan.		8.00		4.00		12.00	
2.3	Prepare 60% Civil Development Plans							
	Site visits and field verificaton for design		4.00		4.00		8.00	
	Coordination with all Utility Stakeholders		4.00		4.00		8.00	
	Prepare Preliminary Plans	30.00	160.00	16.00	50.00	8.00	264.00	
	Prepare Fact Sheets for Design Exceptions			16.00	8.00		24.00	
	Prepare Cost Estimates		12.00		8.00		20.00	
	Prepare Specifications			16.00	16.00	8.00	40.00	
	Utility Relocation / ROW Data Sheet			4.00	4.00		8.00	
	Civil Documents Internal Reviews				8.00	8.00	16.00	
	Submit / Review Plans with City			8.00	8.00	4.00	20.00	
	Plan revisions with internal and City comments	12.00	24.00		8.00	4.00	48.00	
	Finalize, Sign PS&E and submit to City				8.00	4.00	12.00	
	Sub-Total Hours	42.00	224.00	60.00	138.00	36.00	500.00	$ 80,520.00
3	**90% PS&E Documents**							
3.1	Prepare 90% Civil Development Plans							
	Site visits and field verificaton for design				16.00		16.00	
	Coordination with all Utility Stakeholders		8.00		4.00		12.00	
	Upgrade Plans to 90% Level	30.00	60.00	8.00	20.00	8.00	126.00	
	Prepare Fact Sheets for Design Exceptions			4.00	4.00		8.00	
	Prepare Cost Estimates		8.00		4.00		12.00	
	Prepare Specifications			8.00	8.00	4.00	20.00	
	Utility Relocation / ROW Data Sheet			4.00	4.00		8.00	
	Civil Documents Internal Reviews and Revisions				8.00	4.00	12.00	
	Submit / Review Plans with City			8.00	8.00	4.00	20.00	
	Plan revisions with internal and City comments		20.00		8.00	4.00	32.00	
	Finalize, Sign PS&E and submit to City			8.00	8.00	4.00	20.00	
	Sub-Total Hours	30.00	96.00	40.00	92.00	28.00	286.00	$ 46,900.00
4	**100% PS&E Documents**							
4.1	Prepare 100% Civil Development Plans							
	Site visits and field verificaton for design						0.00	
	Coordination with all Utility Stakeholders				12.00	4.00	16.00	
	Upgrade Plans to 100% Level	16.00	50.00	8.00	8.00	4.00	86.00	
	Prepare Fact Sheets for Design Exceptions			4.00	4.00		8.00	
	Prepare Cost Estimates			4.00	4.00			
	Prepare Specifications		4.00	4.00	8.00	4.00	20.00	
	Utility Relocation / ROW Data Sheet				4.00		4.00	
	Civil Documents Internal Reviews and Revisions			4.00	8.00	4.00	16.00	
	Submit / Review Plans with City				8.00	4.00	12.00	
	Plan revisions with internal and City comments		16.00		8.00	4.00	28.00	
	Finalize, Sign PS&E and submit to City			8.00	8.00	4.00	20.00	
	Sub-Total Hours	16.00	70.00	32.00	72.00	28.00	210.00	$ 36,500.00
5	**Hydrologic and Hydraulic Analysis**							
5.1	Determine Hydrologic requirements		50.00	12.00	24.00	12.00	98.00	
5.2	Design of Hydraulic Pipes and Structures		80.00	12.00	30.00	16.00	138.00	
	Sub-Total Hours	0.00	130.00	24.00	54.00	28.00	236.00	$ 39,120.00
	TOTAL	88.00	520.00	176.00	386.00	136.00	1,298.00	$ 214,780.00

FEE SCHEDULE

Position	Hourly Rate
Principal Engineer	245.00
Senior Project Manager	205.00
Project Manager	190.00
Senior Engineer	180.00
Construction Manager	180.00
Associate Engineer II	160.00
Associate Engineer I	150.00
Assistant Engineer	140.00
Senior Engineering Inspector	150.00
Engineering Inspector	140.00
Engineering Technician/CAD Drafting	130.00
Licensed Land Surveyor	245.00
Licensed landscape Architect	185.00
Clerical/ Admin Support	95.00

Note: Rates valid through June 30, 2023. Rates will be adjusted annually every July 1st. Mileage to billed at $0.55 per mile.

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: SNG & Associates, Inc.

Nanda Gottiparthy, PE

Title: President

By:_____

Resolution 2022-006

Adopted by the City of South Lake Tahoe
City Council

January 18, 2022

A Resolution Accepting and Appropriating $1,289,822 in Proposition 68 Multi-benefit Storm Water and Urban Flood Protection Grant Funding, and Appropriating $122,222 from General Fund Grant Match Set-Aside Reserve and $61,521 from General Fund Undesignated Excess Reserve for the Barton Ave – 2nd Street Drainage Project

BACKGROUND

A. The Legislature and Governor of the State of California have provided funds for the Proposition 68 Urban Flood Protection, Green Infrastructure, and Lake Tahoe Environmental Improvement Programs.

B. The California Natural Resources Agency (CNRA) has been delegated the responsibility for the administration of these grant programs.

C. The City Manager was authorized by City Council at their October 15, 2019, City Council meeting (Resolution 2019-075) to sign a Proposition 68 Urban Flood Protection grant agreement with the State of California, CNRA.

D. The City of South Lake Tahoe desires grant funding to prepare Project Plans, Specifications, Estimates (PS&E) bid documents and permits and to construct the project improvements to reduce stormwater flooding and provide stormwater treatment in the Barton – Helen - 2nd Street residential neighborhood.

E. Resolution 2021-083, passed by City Council on October 19, 2021, set aside $122,222 of grant match funding for the CNRA grant for the Barton Avenue - 2nd Street Drainage Project (Project).

F. The CNRA grant amount was increased during the grant award and approval process from the anticipated $1,100,000 up to $1,289,822 and the City's local match requirement increased to $183,743, a $61,521 increase above the reserved grant match of $122,222.

G. The City of South Lake Tahoe requires City Council accept grant funding and appropriate the funding to the project represented in the Proposition 68 grant application submitted to CNRA and subsequently awarded to the City for the Barton Avenue – 2nd Street Drainage Project.

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

1. Accepts $1,289,822 in Proposition 68 grant funding from the California Natural Resources Agency (CNRA).
2. Approves and appropriates $61,521 of Undesignated Excess General Reserve funds to the Barton Avenue – 2nd Street Drainage Project.
3. Appropriates $122,222 in grant match funding transferred to the grant match set-aside Account No. 100-99999 25320 for the Project as a part of Resolution 2021-083.
4. Appropriates the accepted Proposition 68 grant funding for the development of PS&E bid documents and constructing the Barton Ave – 2nd Street Drainage Project improvements as follows:

100-01956	Transfer out to CIP (50014) from Grant Match Set-Aside 100-99999-25320	(+)	$122,222
100-01956	Transfer out to CIP (50014) from General Fund Undesignated Excess Reserve	(+)	$61,521
301-40054	Revenue (33246) California Natural Resources Agency, Prop. 86 Grant Funds	(+)	$1,289,822
301-40054	Revenue (36300) Transfer in from General Fund	(+)	$183,743
301-40054	Expenditure (48020) Engineering Design	(+)	$234,224
301-40054	Expenditure (48030) Construction	(+)	$1,239,341

Adopted by the City of South Lake Tahoe City Council on January 18, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Jan 20, 2022 13:01 PST)

Devin Middlebrook, Mayor

Date: Jan 20, 2022

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.

Res 2022-006 Prop68 Grant Fund Barton-2nd

Final Audit Report 2022-01-20

Created:	2022-01-19
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA69ZTluVOV3xRXg_KOdKd1gK4MJAzliCw

"Res 2022-006 Prop68 Grant Fund Barton-2nd" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-01-19 - 10:50:02 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-01-19 - 10:50:40 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-01-19 - 11:02:39 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-01-19 - 11:02:57 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
2022-01-19 - 11:02:59 PM GMT

Email viewed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
2022-01-20 - 9:01:44 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-01-20 - 9:01:59 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-01-20 - 9:01:59 PM GMT

Adobe Sign

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 16

Agenda Item: Acceptance and Appropriation of National Opioid Litigation Settlement Funds in the Amount of $44,480.70 for Year One

Executive Summary: City Council is requested to accept and appropriate funds from the National Opioid Settlement, to be used for authorized opioid abatement activities in support of the Police Department's South Tahoe Area Collaborative Services (STACS) program.

Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating funds from the National Opioid Litigation Settlement.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

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

Attachments:

01-Staff_Report.docx
02-Resolution.docx
03-Resolution No. 2021-105.pdf

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

Meeting Date: September 6, 2022

Title: Acceptance and Appropriation of National Opioid Litigation Settlement Funds in the Amount of $44,480.70 for Year One

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. The $26 Billion settlement consists of agreements with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and opioid manufacturer Janssen. The resolution delegated authority 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. In any year that the City does not select direct distribution, the City's share of funds will go automatically to El Dorado County.

Issue and Discussion:
The City Manager and City Attorney selected direct distribution of the funds, which are required to be used for certain opioid abatement activities. The funds will be used for allowable opioid abatement activities in support of the Police Department's South Tahoe Area Collaborative Services (STACS) program. The City has been notified that its payment of settlement funds for the first year will be $44,480.70.

Financial Implications:
The proposed resolution would authorize the Director of Finance to accept the funds for year one (and future years where direct allocation is selected), appropriate these funds into a newly created Opioid Abatement Program Account No. 290-02110, -36294 Opioid Settlement Proceeds revenue and 42025 Contract Services expense line items, and authorize the Opioid Abatement Program account to have a corresponding automatic revenue and expenditure appropriations of an equivalent amount for opioid abatement purposes for all future years' National Opioid litigation settlement funds. Based on the year one distribution to the City, the total distribution over the 18-year term of the settlement is estimated to be $800,652.60.

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 2021-2026 Priority 3.1 (Mental Health and Homelessness), specifically action item 2 (full implementation of STACS).

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Accepting and Appropriating Funds from the National Opioid Litigation Settlement

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.

B. 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.

C. The settlement allows the City to elect direct distribution of funds, or to allow the City's share to be distributed to El Dorado County. Resolution No. 2021-105 delegated authority to the City Manager and City Attorney, on an annual basis, to elect direct distribution. The City Manager and City Attorney have elected direct distribution at this time.

D. Settlement funds must be used for authorized opioid abatement activities.

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

1. Accepts $44,480.70 in National Opioid Litigation settlement funds for year one and appropriates these funds into Opioid Abatement Program accounts as follows:

290-02110-36294 Opioid Settlement Proceeds	$44,480.70 (revenue)
290-02110-42025 Contract Services	$44,480.70 (expenditures)

2. Authorizes and directs the Finance Director to accept and appropriate future years' National Opioid Litigation settlement funds into the aforementioned accounts.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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: C574304F-7A56-4D77-917C-9BD5E5861132

Resolution 2021-105

Adopted by the City of South Lake Tahoe
City Council

December 7, 2021

Approving Participation in the National Opioid Litigation Settlement and Authorizing the City Attorney to Execute the Participation Agreement

BACKGROUND

A. A settlement has been reached in the multi-district litigation in Ohio brought by states, counties, and cities against the three largest opioid distributors (McKesson, Cardinal Health, and Amerisource Bergen) and the opioid manufacturer Janssen.

B. The settlement consists of an agreement with the opioid distributors and an agreement with Janssen.

C. 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.

D. While the City is not a party to this litigation, it may opt in to the settlement and receive the benefits of the settlement in exchange for releasing its claims against the opioid distributors and Janssen.

E. The more cities with populations greater than 10,000, such as the City, opt into the settlement, the more funds will be received under the incentive structure of the settlement.

F. Opting into the settlement will enable the City to receive funds from the settlement, estimated to be a maximum of $1,200,000 over 18 years, which can be used to mitigate the impacts of opioid use disorder in the community.

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 and directs the City Attorney to execute the Settlement Participation Agreements for the Janssen and Distributors settlements attached hereto as Exhibits “A” and “B” respectively.

2. Delegates to the City Manager and City Attorney authority, 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.

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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.

Adopted by the City of South Lake Tahoe City Council on December 7, 2021 by the following vote:
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Date: 12/15/2021

Devin Middlebrook, 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.

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Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: https://oag.ca.gov/opioids. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

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Settlement Participation Form

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen 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 Janssen 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 Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (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 Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen 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 Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Janssen Settlement

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Janssen Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Janssen Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen 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 Janssen Settlement Agreement.

b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, 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, and LA Care Health Plan.

d) *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.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

[1] A parallel but separate agreement (the "CA Distributor Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

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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 Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen 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,[2] pursuant to the Janssen 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 Janssen 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").

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

[2] 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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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 Janssen 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 has not advised the Settlement Fund Administrator that it requests direct payment 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 Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and 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 Janssen Settlement Agreement and this CA Janssen 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.

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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 Janssen 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; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

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 Janssen 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 Janssen Settlement Agreement and this CA Janssen 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.

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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 Janssen Settlement Agreement and this CA Janssen Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen 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 Janssen Settlement Agreement or this CA Janssen 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.

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 Janssen Settlement Agreement and this CA Janssen 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.

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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 Janssen Settlement Agreement and, if applicable, the Distributor 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"), pursuant to Exhibit R, section I(R), of the Janssen 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 Janssen Settlement, and if applicable, the Distributor 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 Janssen Settlement Agreement and, if applicable, the Distributor 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

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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 Janssen Settlement Agreement and this CA Janssen 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.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen 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 VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.

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.

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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 Janssen 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 Janssen Settlement Agreement, this CA Janssen 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 Janssen 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 Janssen 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 - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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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—Janssen 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 Allcation 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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation 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%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation 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 Allcation 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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation 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%**
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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. 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 X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

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 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

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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 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 VI.B.2 of the Janssen Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

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of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen 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 Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

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.

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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 Janssen 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 Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen 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 Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen 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 Janssen 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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Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: https://oag.ca.gov/opioids. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

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Settlement Participation Form

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor 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 Distributor 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 Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, 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 Distributor 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 Distributor 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 Distributor Settlement.

10. In connection with the releases provided for in the Distributor 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 Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

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I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Distributor Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Distributor Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor 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 Distributor Settlement Agreement.

b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, 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, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a 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.

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[1] A parallel but separate agreement (the "CA Janssen Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

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e) *Opioid Defendant* means any defendant (including but not limited to 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 Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor 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,[2] pursuant to the Distributor 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 Distributor 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").

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

[2] 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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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, 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 Distributor 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 has not advised the Settlement Fund Administrator that it requests direct payment 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 Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and 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 Distributor Settlement Agreement and this CA Distributor 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.

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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 Distributor 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; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

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 Distributor 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 Distributor Settlement Agreement and this CA Distributor 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.

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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 Distributor Settlement Agreement and this CA Distributor Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor 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 Distributor Settlement Agreement or this CA Distributor 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.

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 Distributor Settlement Agreement and this CA Distributor 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.

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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 Distributor Settlement Agreement and, if applicable, the Janssen 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"), pursuant to Exhibit R, section I(R), of the Distributor 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 Distributor Settlement, and if applicable, the Janssen 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 Distributor Settlement Agreement and, if applicable, the Janssen 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

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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 Distributor Settlement Agreement and this CA Distributor 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.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.

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.

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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 Distributor 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 Distributor Settlement Agreement, this CA Distributor 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 Distributor 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 Distributor 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 - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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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—Distributor 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 Allcation 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%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
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%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation 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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
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%**

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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%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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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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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%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation 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%**
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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. 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 X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

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 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

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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 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 Distributor Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

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report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor 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 Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

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.

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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 Distributors 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, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor 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 Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor 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 Distributor 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]

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 17

Agenda Item: Appropriation to fund two Liability Claims from MetLife Home and Auto and Robert Giacomini

Executive Summary: The Police Department is in need of funding to pay two liability claims totaling $7,674.21 that are related to their operations. Both claims have been authorized to be paid by the City Attorney and City Manager in accordance with their delegated settlement authority, but an appropriation is necessary to pay the claims.

Requested Action / Suggested Motions: Pass a Resolution appropriating $7,674.21 from General Fund Undesignated Excess Reserves to pay two liability claims.
Responsible Staff Member: Rebecca Penado, Risk Manager

Responsible Staff Member: Rebecca Penado, Risk Manager (530) 542-6064

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

Attachments:

01-Staff_Report-Budget_for_Claims.docx
02-Resolution_Budget for Claims.docx

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

Meeting Date: September 6, 2022

Title: Appropriation to Pay Two Liability Claims from MetLife Home and Auto and Robert Giacomini

Location: Citywide

Responsible Staff Member: Rebecca Penado, Risk Manager (530) 542-6064

Background: The Police Department is in need of funding to pay two liability claims that are related to their operations.

Issue and Discussion:
The first claim was received from MetLife Auto & Home on behalf of Eric Day on April 13, 2021 for $2,457.42. This incident involved a City patrol vehicle sliding on ice into the Mr. Day's vehicle which was previously involved in another collision on Keller Road on February 20, 2021. After negotiations between the driver's insurer and our claims administrator, the City accepted 50% liability and paid 50% of amount claimed. The City Attorney authorized the settlement under her delegated settlement authority. $1,391.21 was paid on December 20, 2021, in subrogation to MetLife Auto & Home. This amount was charged to a police account that was already depleted of funds, therefore creating a negative balance. Appropriation of funds is requested to balance the account.

The second claim was received from Robert Giacomini on April 4, 2022, for the amount of $6,283.00. This incident involved a wanted felon that broke into Mr. Giacomini's home at 868 Lakeview Ave where he hid in the attic to avoid police. Mr. Giacomini cooperated with the Police Department by giving them permission to enter his home so they could arrest the suspect. The suspect caused extensive damage to the attic by dislodging electrical and HVAC components as well as falling through the ceiling, and the Police Department caused some damage as well while attempting to access the suspect in the attic. The Police Department has requested restitution for the full amount through the courts, which will be deposited in the general fund if received. The settlement amount for the claim has been approved by the City Attorney and the City Manager under their delegated joint settlement authority.

Staff recommends passing a resolution appropriating $7,674.21 to Police Administration Risk Management – City Property Damage account to be used to pay two liability claims.

Financial Implications: The amount is not to exceed $7,674.21. Staff is requesting allocation of money from the General Fund Undesignated Excess Reserve to Police Department account #100-02110-44018 to be able to pay two liability claims.

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) (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 appropriation of Budget conforms to the City’s Financial Policy.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Appropriating $7,674.21 from General Fund Undesignated Excess Reserve to Pay Two Liability Claims

BACKGROUND

A. Liability Claim #1 - As a result of a City patrol vehicle sliding on ice into Claimant Eric Day's vehicle on February 20, 2021, the City paid a claim to MetLife Auto & Home on behalf of Eric Day on December 20, 2021. This amount was charged to a police account that was already depleted of funds, creating a negative balance so funds are needed to balance the account.

B. Liability Claim #2 - On April 4, 2022, there was an incident involving damage to a residence owned by Claimant Robert Giacomini. The damage was caused by police attempting to apprehend a suspect that had broken into and was hiding in Mr. Giacomini's home. The City has agreed to pay this claim and is seeking funds to pay it.

C. $1,391.21 is needed to budget for Liability Claim #1.

D. Another $6,283.00 is needed to budget for Liability Claim #2.

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

1. Appropriates funds in the amount of $7,674.21 from the General Fund Undesignated Excess Reserve into account number 100-02110-44018 Police Administration/Risk Management – City Property Damage to pay two liability claims.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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: September 6, 2022
Agenda Item #: 18

Agenda Item: Broadband Feasibility Study Presentation

Executive Summary: On August 17, 2021, City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included, among others, a Broadband Feasibility Study and associated Infrastructure implementation. On May 3, 2022, the City Council awarded a contract to Neo Connect to prepare the Broadband Feasibility Study. Neo Connect has conducted community and speed surveys and has developed several business models based on the survey results. A Workshop is scheduled with the Community on September 8, 2022. Staff would like to receive input from the City Council and the business models and provide direction for the next steps for the study.

Requested Action / Suggested Motions: City Council is asked to provide direction to the City Manager on the Broadband Feasibility Study and options to improve service in the South Lake Tahoe.
Responsible Staff Member: Anush Nejad, Director of Public Works

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031

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

Attachments:

01- Staff Report - Broadband Services.docx
02 - CSLT Broadband Presentation .pptx

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

Meeting Date: September 6, 2022

Title: Broadband Feasibility Study Presentation

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031

Background: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). On August 17, 2021, City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included, among others, a Broadband Feasibility Study and associated Infrastructure implementation. On May 3, 2022, the City Council awarded a contract to NEO Connect to prepare the Broadband Feasibility Study.

Issue and Discussion: The Feasibility study report will look at the following topics:

1. Technology and Trends Review
2. Policy Analysis
3. Service and Infrastructure Analysis
4. Needs Assessment and Outreach
5. Market Analysis
6. Site Analysis
7. Gap Analysis
8. Business Case Needs Assessment
9. Development of Business Model
10. Recommended Broadband Strategy
11. Project Identification and Master Plan
12. Draft and Final Reports

NEO Connect has distributed an English and Spanish version of a residential and business survey to citizens and businesses to provide feedback on the current levels of broadband availability; how homeowners and businesses are currently using the Internet, what currently is being paid for services, and what is most important regarding high-speed Internet service. Additionally, a link for survey participants to take an actual speed test was provided.

The goal of 370 responses for the residential survey was achieved with 503 surveys completed, resulting in a margin of error of +/- 1.951%. We are continuing to survey the businesses to achieve the 5% margin of error through the Chambers of Commerce.

NEO Connect has also completed the Technology and Trends and Service Infrastructure Analysis.

The purpose of the presentation is to summarize the community surveys and provide updates and receive input on potential Business Case options.

Financial Implications: Receiving this report and providing direction to staff does not commit any additional funding to the project. The goal of the project is to identify potential projects that would be submitted to City Council for consideration and funding allocation at a future date.

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: This project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.1 (Broadband For All)** to connect the community via high-speed internet to serve the needs of local businesses, and residents, and attract remote workers to the Region. Develop a broadband infrastructure deployment plan that identifies fiber hubs, last-mile transit, relay points, and redundancy. The city should explore innovative broadband models and funding opportunities to implement projects

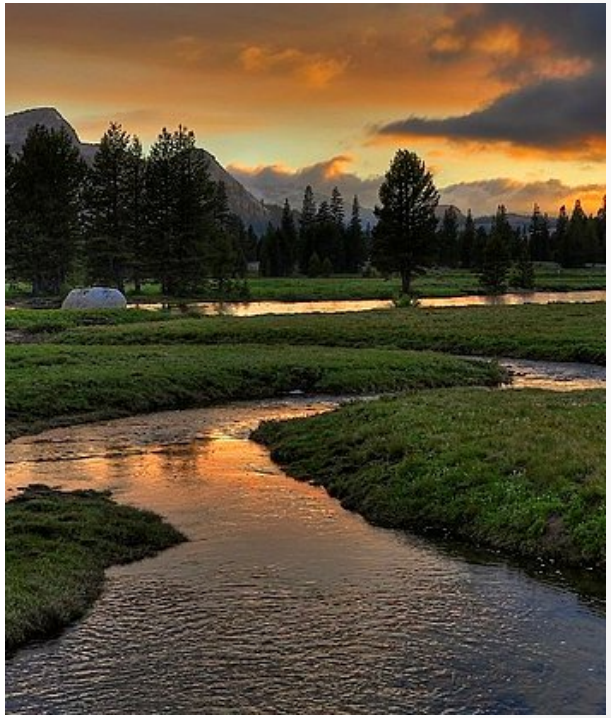


City of South Lake Tahoe
Broadband Study Update
September 2022

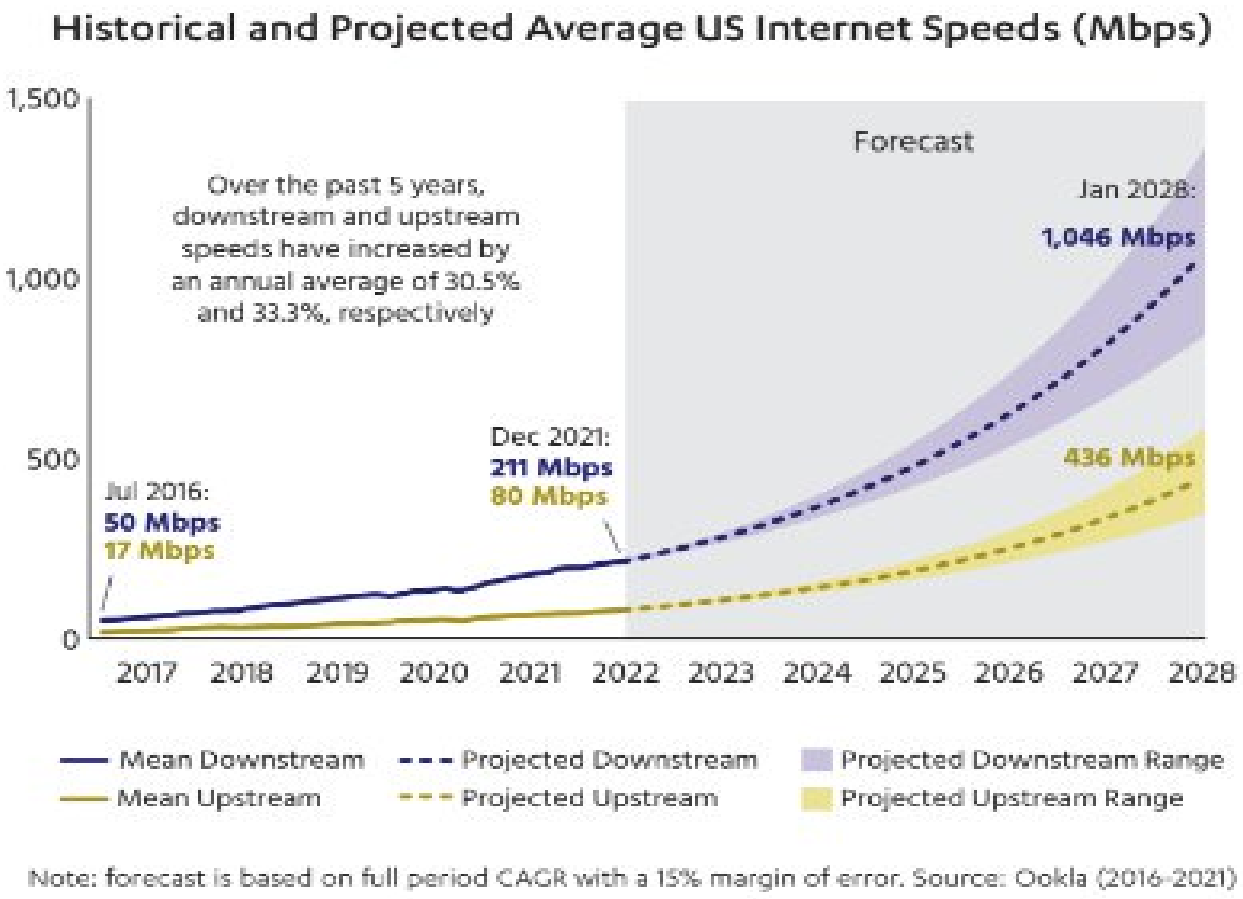
NEO CONNECT

Agenda, Broadband Plan Update

- Context
- Needs Assessment, Current Broadband Services Available
- Technology Trends
- Survey Results
- Stakeholder and Community Engagement
- Next steps



Context



Note: forecast is based on full period CAGR with a 15% margin of error. Source: Ookla (2016-2021)

By 2028, the average household will need 1046/436 Mbps or Gigabit capacity

The goals of this project are in line with forecasted growth.

Context



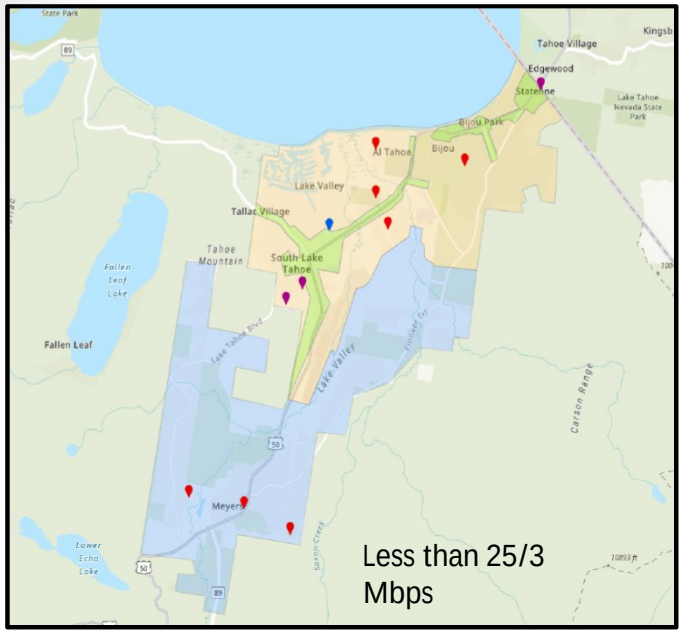
"The number of devices connected to the Internet, including the machines, sensors, and cameras that make up the Internet of Things (IoT), continues to grow at a steady pace. A new forecast from IDC estimates that there will be 41.6 billion connected IoT devices, or "things," generating 79.4 zettabytes (ZB) of data in 2025."

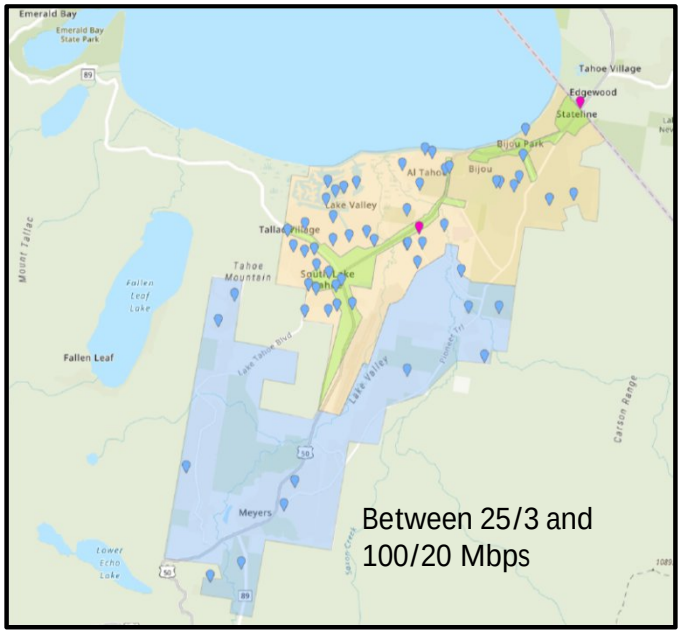
Source: Tech Analysist Company, IDC

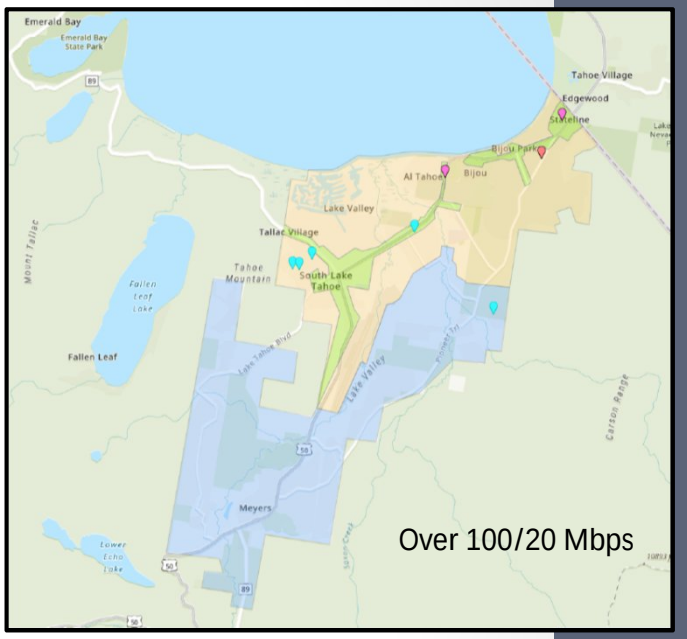
Needs Assessment

- Charter provides residential Gigabit services throughout the community for $89/month
- AT&T provides up to 300 Mbps for residential service for $55/month
- Other providers include satellite providers HughesNet and Viasat, and TMobile has a home-based internet offering as well as SkyFiber. Starlink is also available in the area. Other providers include Cogent and Windstream (commercial users).
- Speed test data from NTIA's Indication of Need maps show the City is 100% "served" with availability of 25/3 Mbps but is "underserved" with average speed tests less than 100/20 Mbps, as upload speeds do not hit the mark.
- Speed test data gathered from the study is consistent with the NTIA findings.

Speed Test Results







AT&T: red
Charter: Blue

Average	Download	Upload	# of Speed Tests
Charter	124.65 Mbps	11.3 Mbps	91
AT&T	6.5 Mbps	.61 Mbps	8

Technology Trends

LEO

- Low Earth Orbit Satellite
- Starlink, with 12,000 satellites, supports 1% coverage

5G

- Primarily for the Internet of Things
- Higher frequency support data capacity, but only for shorter distances (requires fiber)

FTTP

- Fiber to the Premise
- Best option for coverage, upgrade path, security
- Best future-proof technology

Models to Consider

Infrastructure Provider, Dark Fiber Lease, Open Access Middle Mile Fiber Network

- Connect key government, anchor and stakeholder locations, smart-city, parking, transit, energy and utility SCADA systems, cell towers
- Lease excess capacity to internet service providers to incent further competition, increase existing network capacity and improve reliability of existing service providers' networks

1. Open Access Provider

- City builds the network, available on a undiscriminated basis to any providers
- RCRC has formed a Joint Powers Authority to do this for 38 counties

1. Municipal-owned and operated utility – Businesses and Residences

- City builds, owns, operates and provides services

1. Public-Private Partnerships

- Share in capital costs, operational and implementation risk, target grant funding

Stakeholder Engagement, Potential Partners

- Tahoe Transportation District
- Heavenly
- South Tahoe PUD
- Liberty Electric

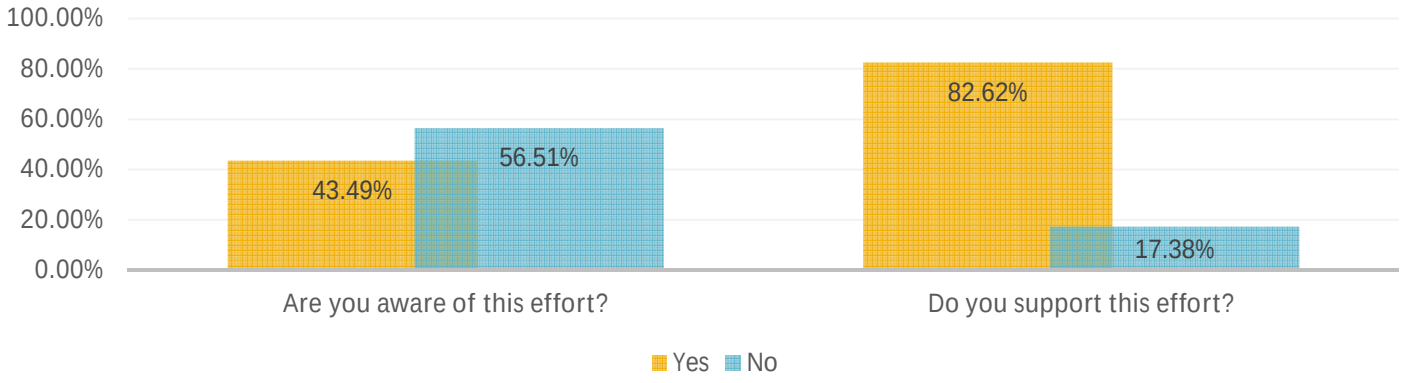
Survey Responses

Below are sampling statistics for a random survey based on population or number of housing units

	Number of surveys needed to obtain a 95% Confidence Level						Actual # of Responses	
		Margin of Error			Margin of Error			
Entity	Population	+- 5%	+- 10%	Number of housing units	+- 5%	+- 10%	# of Responses through August 15	Current Margin of Error based upon actual responses
City of South Lake Tahoe								
Residential	21,414	378	96	9552	370	96	503*	-1.951%
Businesses				854	102	29	88	-6.18%
	Total	378	96	Total	472	125	591	

Survey Results

Relying solely on the private sector to build an advanced internet system often leaves rural communities behind or without adequate internet service. Sometimes the local communities or local governments need to provide capital or funding to help pay for



Residential Survey Results

89% Use Charter, 8% use AT&T

32% Internet is too slow either all or most of the time.

43% Internet is too slow some of the time

65% Internet interrupts some of the time; 14% stated all of the time

What would you choose?

25% The Best, 1000 Mbps (1 Gig) for $100-150/month

32% 250 Mbps service for $80-100/month

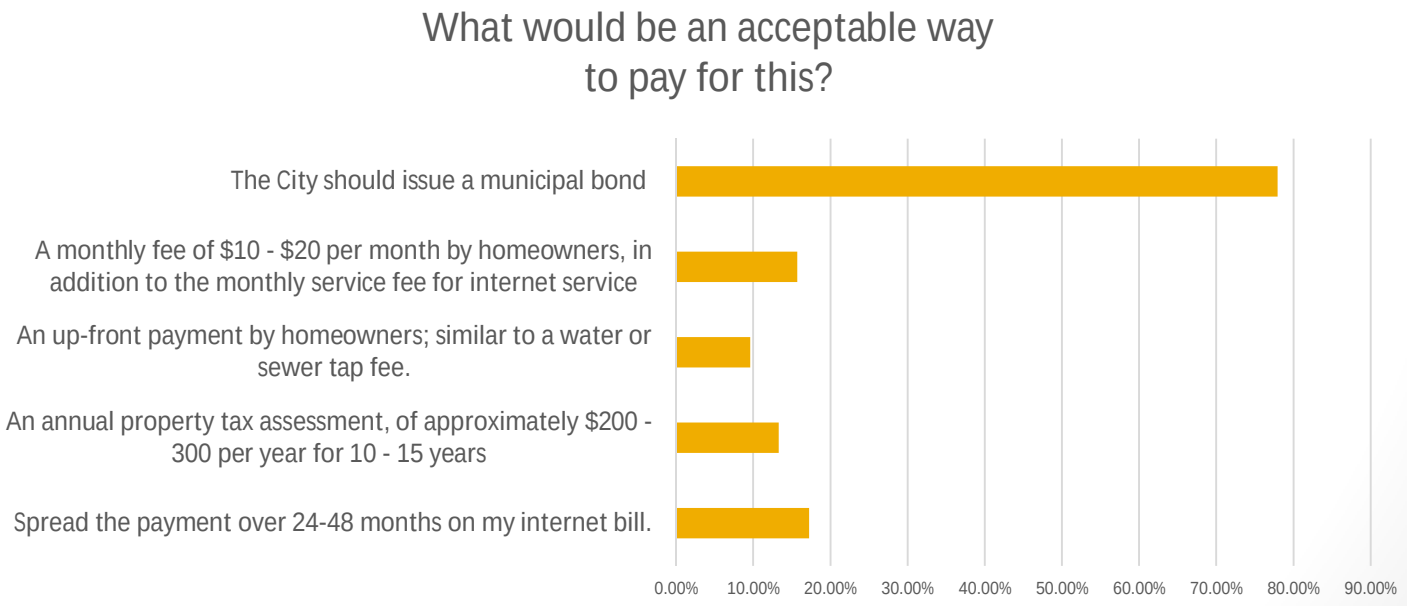
43% 100 Mbps service for $55-60/month

Residential Survey Results

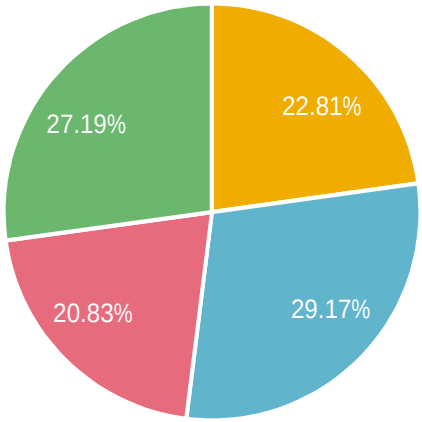
59% At least one person working from home

42% Continue to work from home

27% Would continue, but internet not fast enough to support all needs



Which model do you prefer the City take?



- The City should use COVID-relief funding or grants to build a network connecting key community facilities such as government offices, schools, libraries, co-working places and medical facilities. The City could then lease the network to service providers
- The City should enter into a public-private partnership with one or more providers. This may require the City to issue municipal bonds or to seek COVID-relief funding or grants to pay for their capital contribution, sharing the risks with the private serv
- The City should become the service provider. This may require the City to issue municipal bonds or to seek COVID-relief funding or grants to pay for the capital costs of the network, but the City would offer services directly to homes, businesses and commu
- The City should leave it up to companies such as AT& T and Charter's Spectrum to build out the infrastructure and offer services.

Next Steps, Planning Process

- Community Engagement Meetings and Webinars
- Reach out to ISPs, Plans, Potential Partnerships
- Capital Cost Estimates, Financial Models and Impact
  - Review Findings with City Council
- Recommendations and Report



Questions, Ideas, Comments

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 19

Agenda Item: Pilot Traffic Calming Projects for Lakeview (Al Tahoe) and Highland Woods Neighborhoods

Executive Summary: During the course of the last few months, staff has met with the neighborhoods in Highland Woods and Lakeview (Al Tahoe) residents to discuss potential traffic calming upgrades to address traffic safety, speeding, and other related issues. Two Community Meetings were held to discuss options with the neighborhoods and to receive input. There is a general agreement with the neighborhood to implement a number of traffic calming solutions to address these issues. These solutions will be implemented as a pilot project and additional analysis, including traffic counts and speed surveys, will be conducted to measure the effectiveness of the program. Further adjustments will be made based on traffic surveys after project implementation.

Requested Action / Suggested Motions: Pass a Resolution appropriating $150,000 from the General Fund Undesignated Excess Reserves and authorizing and directing the City Manager to execute the necessary Purchase Orders for procurement of supplies and materials related to the traffic calming projects in the Lakeview and Highland Woods Neighborhoods.
Responsible Staff Members: Anush Nejad, Director of Public Works and Jerry Heath, Maintenance Manager

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031
Jerry Heath, Maintenance Manager (530) 542-6300

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

Attachments:

01-Staff_Report_Pilot_Traffic_Calming_Projects.docx
02 - Traffic Calming Presentation.pptx
03-Resolution for Traffic Calming Project.docx

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

Meeting Date: September 6, 2022

Title: Pilot Traffic Calming Projects for Lakeview Ave and Highland Woods Neighborhoods

Location: Lakeview Avenue and Highland Woods Neighborhoods

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031

Background: City staff has received several requests to evaluate traffic calming projects in the Highland Woods and Lakeview Avenue neighborhoods during the last 2-years. City staff has continued implementing various traffic calming strategies, such as installing Planter Boxes on Lakeview, monitoring traffic speeds, and enforcing current speed limits in these neighborhoods and other locations citywide.

During the last two-month, City staff has met and discussed several Traffic Calming ideas with the neighborhoods. The residents' predominant issues are speeding, cut-through traffic, nuisance, and other visitor impacts along the Regan Beach area and Lakeview, especially during the summer months.

In cooperation with the residents, staff developed several solutions, which were presented to the community members on July 12 for the Woodland Woods neighborhood and July 13 for the Lakeview neighborhood. Public notices were issued before the meeting, and many residents attended both events.

Issue and Discussion: Traffic calming involves strategies and solutions that may reduce vehicular speeds, cut-through traffic, and improve safety for all users. It enhances the quality of life for residents in the neighborhoods and will benefit the City from various perspectives, including:

- Encourage resident involvement with neighborhood traffic management in the City
- Improve driver attention and awareness, and change driving behavior that brings long-term benefits
- Enhance safety for all users – auto, transit, bicyclists, non-motorized vehicles, and pedestrians
- Encourage non-auto modes of transportation such as walking and bicycling
- Provide a fair and consistent process to address public concerns about traffic
- Enhance the livability of residential neighborhoods

Traffic calming strategies and solutions follow the four strategies in developing appropriate solutions:

1. ***Empowerment*** – Strategies involve community members taking the initiative in solving traffic-related problems.
2. ***Engineering*** – Physical improvements on street configurations, signage improvements, and other unique treatments.
3. ***Education*** – Strategies and solutions through various educational events and materials convey the importance of neighborhood traffic safety.
4. ***Enforcement*** – Solutions involve compliance with traffic regulations and enforcing violated traffic activities.

Several options were presented to the communities. Each community has generally accepted the proposed solutions. These include as follows for each neighborhood:

Woodland High Neighborhood

1. Installation of a Gateway Traffic Control at Springwood Dr. and Silver Dollar Ave.
2. Installation of a min-Traffic Circle/Gateway at Springwood Dr. and Rubicon Trail
3. Installation of a mini-Traffic Circle at Springwood Dr. and Creekwood Dr.

The upgrades can be implemented by painting roadways and installing signs by City forces. The estimated cost for material is $12,000 and can be implemented by November 2022 or early Spring 2023.

Lakeview Avenue

1. Installation of a Gateway and ADA Ramps/Crosswalk at Lakeview and Harrison
2. Installation of two Permanent Speed Feedback Electronic Signs
3. Installation of Removal Rubberized Speed Humps between April and October
4. Installation of Spikes for Regan Beach Exit to control un-authorized access after hours
5. Installation After-Hour Parking Prohibition and Noise Ordinance Notification Sign in Regan Beach Parking area
6. Changing Regan Beach Park Sign to 6:30 AM to Closing (Subject to change due to weather).

City forces can implement the upgrades by installing signs and other traffic control devices. The estimated cost for materials is $116,000. Some of the changes can be implemented before November 2022, but the speed humps require a longer delivery time and can be installed by early Spring 2023.

The proposed traffic calming solution will include public notification, education, and enforcement. Subsequent before and after traffic and speed surveys will be collected to measure the impacts of these changes. The estimated budget for the traffic counters is $22,400.

Financial Implications: Staff is requested via the attached Resolution General Fund Undesignated Excess Reserves appropriations of $150,000 into Misc. Traffic Safety account 301-50043-36300 and authorizing the City Manager to execute the necessary purchase orders for equipment procurement related to this project.

Environmental Considerations: Traffic safety projects, including traffic calming, is considered safety project and is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies) if the type of installation complies with the CA-MUTCD guidance.

Policy Implications: This project advances the City Council Strategic Priorities and Goals, specifically related to traffic safety and neighborhood preservation.



Pilot Traffic Calming Projects

September 6, 2022

Background

- Highland Woods and Lakeview (Al Tahoe) Neighborhoods requested an evaluation of traffic calming concepts for the two neighborhoods
- Predominate issue is speeding in the Highland Woods neighborhood
- Lakeview residents are also concerned about nuisance, parking at the Regan Beach area, and other speed-related issues related to the high number of visitors
- The area residents have also been concerned about local roads in the Al Tahoe neighborhood between US 50 and Lakeview

Community Engagement

- City Staff met with several residents to discuss feasible options.
- Two community meetings were organized to exchange ideas between residents and city staff on July 12 and 13, 2022.
  - Staff included the Police Chief, Acting City Manager, Parks and Recreation Director, City Manager's Communications Specialist, and the Director of Public Works.
- There was a general consensus on the options and recommended solutions to the traffic calming program.



Traffic Calming Concepts

Traffic calming involves strategies and solutions that may reduce vehicular speeds and cut-through traffic; and improve safety for all users. It enhances the quality of life for residents in the neighborhoods and will benefit the City from various perspectives, including:

- Encourage resident involvement with neighborhood traffic management in the City
- Improve driver attention and awareness, and change driving behavior that brings long-term benefits
- Enhance safety for all users – auto, transit, bicyclists, non-motorized vehicles, and pedestrians
- Encourage non-auto modes of transportation such as walking and bicycling
- Provide a fair and consistent process to address public concerns about traffic
- Enhance the livability of residential neighborhoods



The Four E's

Traffic calming strategies and solutions follow the four strategies in developing appropriate solutions:

- **Empowerment** – Strategies involve community members taking initiative in solving traffic-related problems.
- **Engineering** – Physical improvements on street configurations, signage improvements, and other special treatments.
- **Education** – Strategies and solutions through a variety of educational events and materials to convey the importance of neighborhood traffic safety.
- **Enforcement** – Solutions involve compliance with traffic regulations and enforcing violated traffic activities.

Traffic Calming Concepts
Road Diet

- One of the most effective means of traffic speed is road diet – To reduce the effective width of driving lanes and reduce speeds
- Challenge is the snow operations during winter



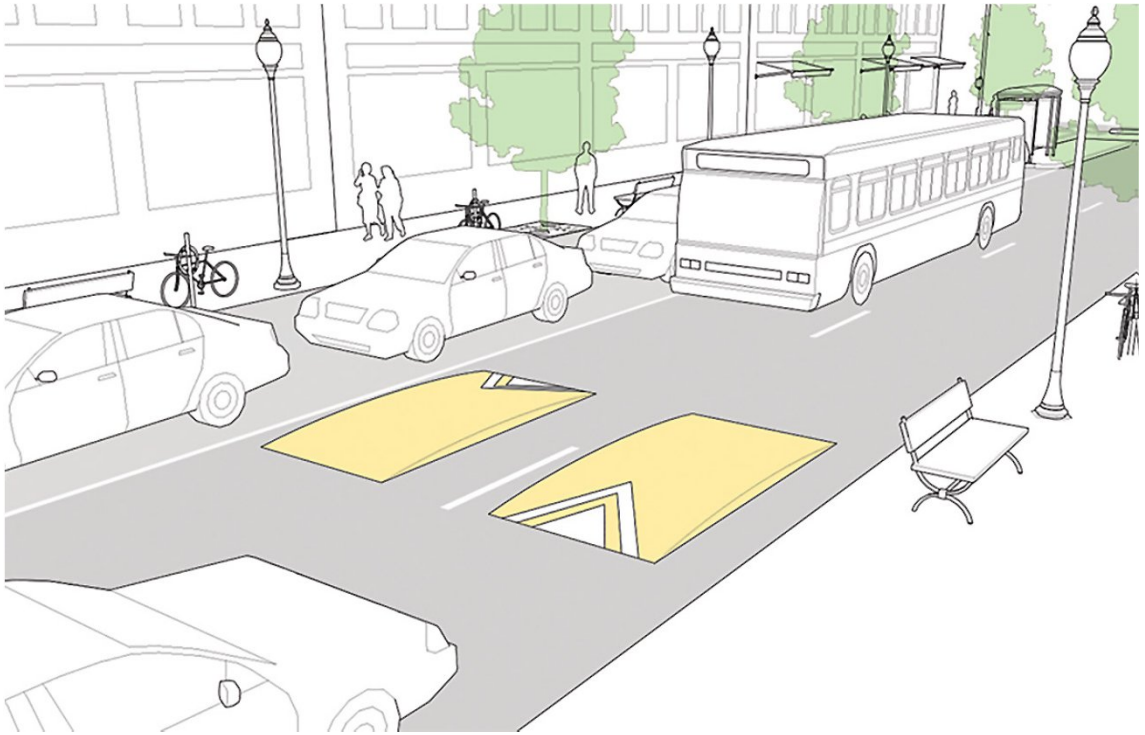
Traffic Circles

- Roundabouts are another effective means
- Again, physical islands are a challenge for snow operations during winter



Speed Hump or Speed Tables

- Speed Humps are also a good deterrence to speeders

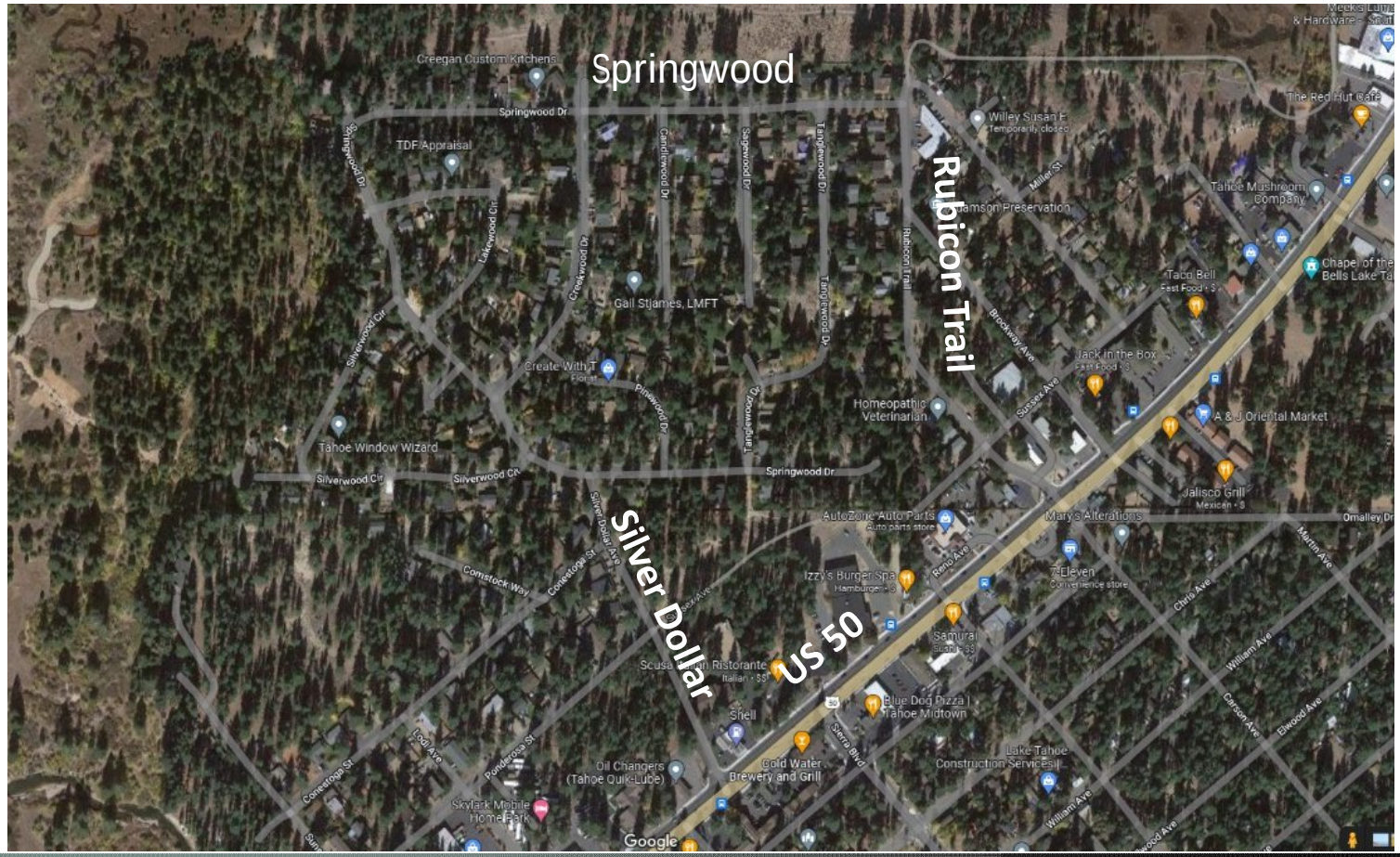


Speed Feedback Signs

- Permanent Speed feedbacks are installed to alert drivers of the posted speed limit with warning messages



Proposed Concepts for the Neighborhoods

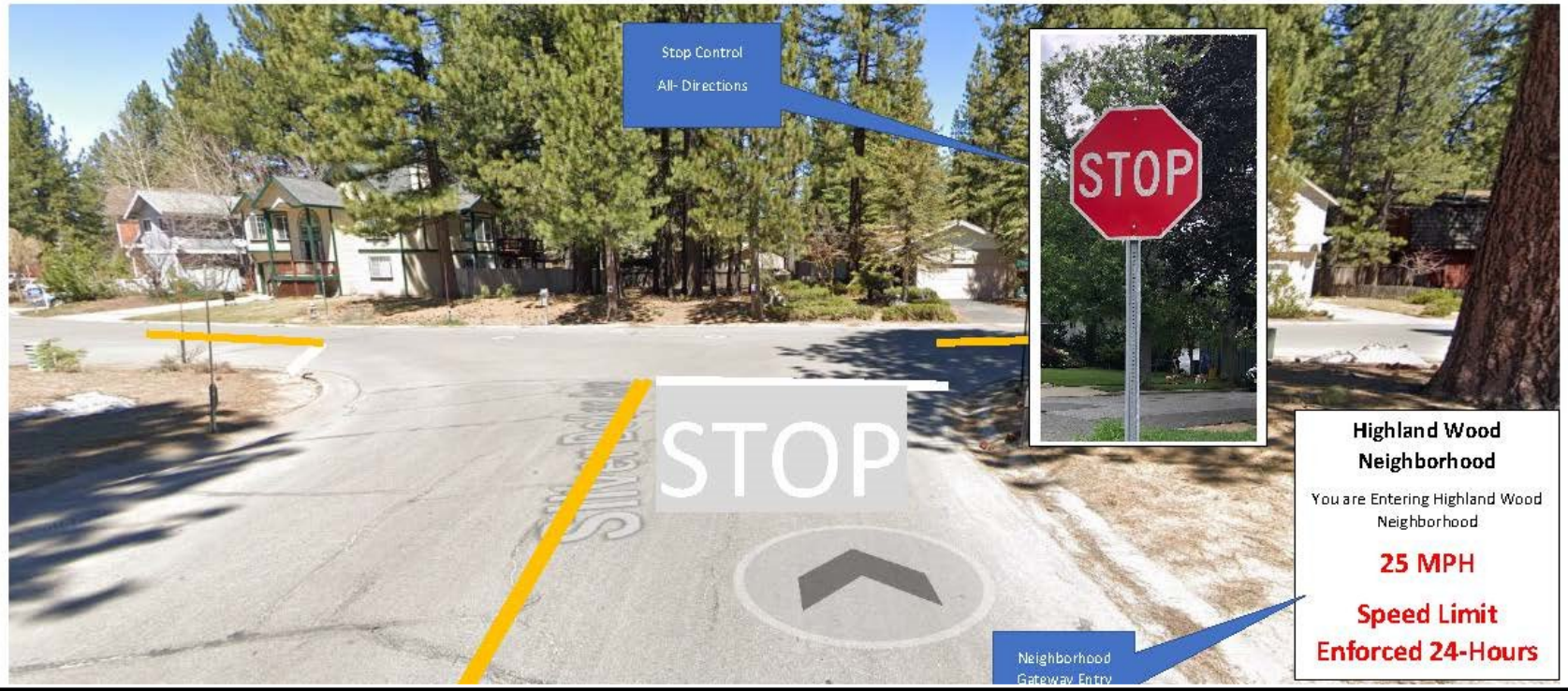


Highland Woods Project Area


MINI TRAFFIC CIRCLE
Springwood at Creekwood
GATEWAY
Springwood at Rubicon
Mini-Traffic Circle
GATEWAY
Springwood at Silver Dollar
Stop Control
Creegan Custom Kitchens
TDF Appraisal
Gail Stjames, LMFT
Create With T
Adamson Preservation
Homeopathic Veterinarian
Taco Bell
Jack in the Box
A & J Oriental Market
Jalisco Grill
Tahoe Mushroom Company
Chapel of the Bells Lake Tahoe
The Red Hut Cafe
AutoZone Auto Parts
Mary's Alterations
7-Eleven
Izzy's Burger Spa
Samurai
Scusa Italian Ristorante
Blue Dog Pizza | Tahoe Midtown
Shell
Oil Changers (Tahoe Quik-Lube)
Gold Water Brewery and Grill
Lake Tahoe Construction Services
Springwood Dr
Silverwood Dr
Lakewood Dr
Creekwood Dr
Gandlewood Dr
Sagewood Dr
Tanglewood Dr
Rubicon Trail
Brockway Ave
Sussex Ave
Pinewood Dr
Silver Dollar Ave
Comstock Way
Conestoga St
Reno Ave
Omalley Dr
Martin Ave
Chris Ave
William Ave
Carson Ave
Elwood Ave
Ponderosa St
Local Ave
Sierra Blvd
Miller St
Young St



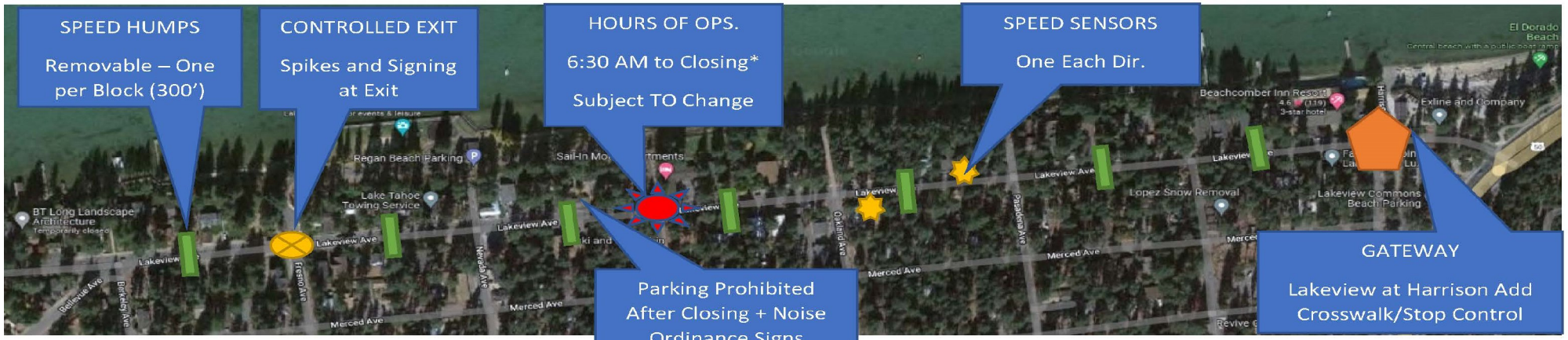
Traffic Circle (Painted) at Springwood and Creekwood and Springwood at Rubicon



Gateway Entry Point at Silver Dollar and Springwood



Lakeview Avenue Project Area

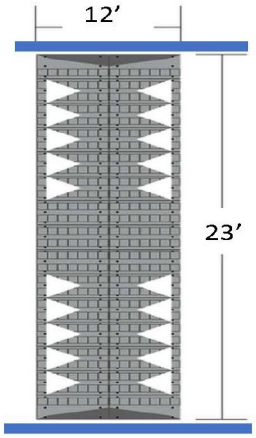






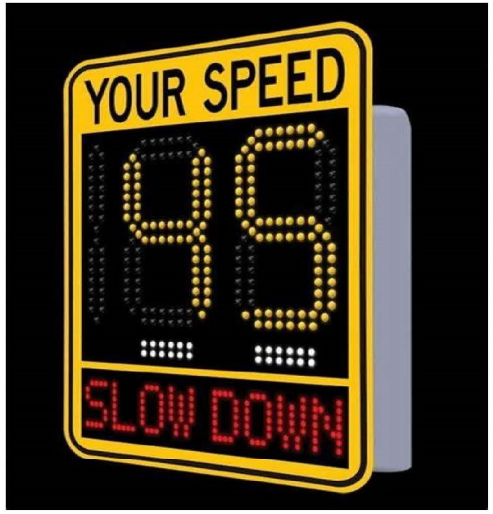
Spikes for Beach Exit





Rubberized Speed Humps at 300' Interval

April to October



Speed Feedback Sign

Flashing Slow Down + LED Strobe Light

Lakeview and Harrison Crosswalk and Entry Gateway



Funding and Fiscal Impacts

Estimate of Probable Costs

Highland Woods Neighborhood

Item	Unit Price	Number	Total
Traffic Signs	$500	12	$6,000
Entry Sign	$800	2	$1,600
Paint	$4,000	1	$4,000
Sub-Total			$11,600

Lakeview Neighborhood

ADA Crosswalk at Harrison	$20,000	1	$20,000
Speed Humps	$9,000	7	$63,000
Speed Feedback Signs	$6,000	2	$12,000
Traffic Signs	$500	16	$8,000
Entry Sign	$800	1	$800
Spikes at Beach Exit	$8,000	1	$8,000
Parking and Noise Ordinance Signs	$500	8	$4,000
Sub-Total			$115,800
Traffic and Speed Counters	$5,000	4	$20,000
Pedestrian and Bicycle Counters	$800	3	$2,400
Sub-Total			$22,400
Grant Total			$149,800

Questions



Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Appropriating $150,000 from General Fund Undesignated Excess Reserves and Authorizing the City Manager to execute the necessary purchase orders for implementation of the Traffic Calming Projects in Highland Woods and Lakeview Neighborhoods

BACKGROUND

A. City staff has received several requests to evaluate traffic calming projects in the Highland Woods and Lakeview Avenue neighborhoods during the last 2-years.

B. City staff has met and discussed several Traffic Calming ideas with the neighborhoods to address neighborhood concerns.

C. In cooperation with the residents, staff has developed several solutions, which can address neighborhood concerns and mitigate the speeding and nuisance issues.

D. City staff can implement the proposed solutions, in-house, through procurement of the equipment and materials necessary for the project.

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 and directs the City Manager to sign the necessary Purchase Orders in accordance with the City's Procurement policy for the equipment and materials necessary for the proposed traffic calming solutions for the Highland Woods and Lakeview Avenue neighborhoods.
2. Appropriates $150,000 from General Fund Undesignated Excess into Misc. Traffic Safety Account 301-50043-36300 for the purchase of equipment and materials for the Project.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, 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: September 6, 2022
Agenda Item #: 20

Agenda Item: Vision Zero Goal and Grant Application of Safe Streets and Roads for All

Executive Summary: Across the country, U.S. towns and cities are committing to Vision Zero, which, in addition to setting the goal of zero traffic deaths or severe injuries, also commits communities to a fundamental shift in how they approach traffic safety. Once a community has committed to Vision Zero, it should create an Action Plan to clearly lay out action steps, timelines, and priorities and include broader community and stakeholder input. Vision Zero has the potential to galvanize a thorough and lasting shift in how we design and use our transportation systems to prioritize the preservation and quality of human life. The Safe Streets for All (SS4A) will fund Vision Zero program Action Plans through competitive grant applications.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Public Works to file a grant application with U.S. Department of Transportation for a grant in the amount of $250,000 to prepare a Vision Zero Action Plan.
Responsible Staff Member: Anush Nejad, Director of Public Works

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031

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

Attachments:

01-Staff Report - Grant Application - Safe Streets and Roads for All.docx
02 - Vision Zero Project Area
03 - Draft Resolution for Vision Zero Policy
04 - TRPA Support Letter
05 - CAL Trans Draft Support Letter
06 - Presentation
07 - Resolution - Vision Zero Grant Application

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

Meeting Date: September 6, 2022

Title: Vision Zero Goal and Grant Application of Safe Streets and Roads for All

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031

Background: The U.S. Department of Transportation (USDOT) has issued a Notice of Funding Opportunity (NFO) for the Safe Streets and Roads for ALL (SSA) grant. Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program.

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, and public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.
In accordance with City policies, the Public Works staff requests authorization to pursue the above grant for the following projects, including the anticipated match that these grants would require.

Issue and Discussion: The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.

Staff is proposing a grant application to prepare a Vision-Zero Action Plan. The primary deliverable for an Action Plan is a publicly available Action Plan. The Action Plan included the following components:

1. **Leadership Commitment and Goal Setting:** An official public commitment (e.g., resolution, policy, ordinance, etc.) by the City Council to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:
    a. the target date for achieving zero roadway fatalities and serious injuries, OR
    b. an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
2. **Planning Structure:** A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
3. **Safety Analysis:** Analysis of existing conditions and historical trends provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction. To the extent practical, the analysis should include all roadways within the jurisdiction without regard for ownership.
4. **Engagement and Collaboration:** Robust engagement with the public and relevant stakeholders, including the private sector and community groups, allows for community representation and feedback.
5. **Equity Considerations:** Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners.
6. **Policy and Process Changes:** Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety.
7. **Strategy and Project Selections:** Identification of a comprehensive set of projects and strategies shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations that will address the safety problems described in the Action Plan.
8. **Progress and Transparency:** Method to measure progress over time after an Action Plan is developed or updated, including outcome data.

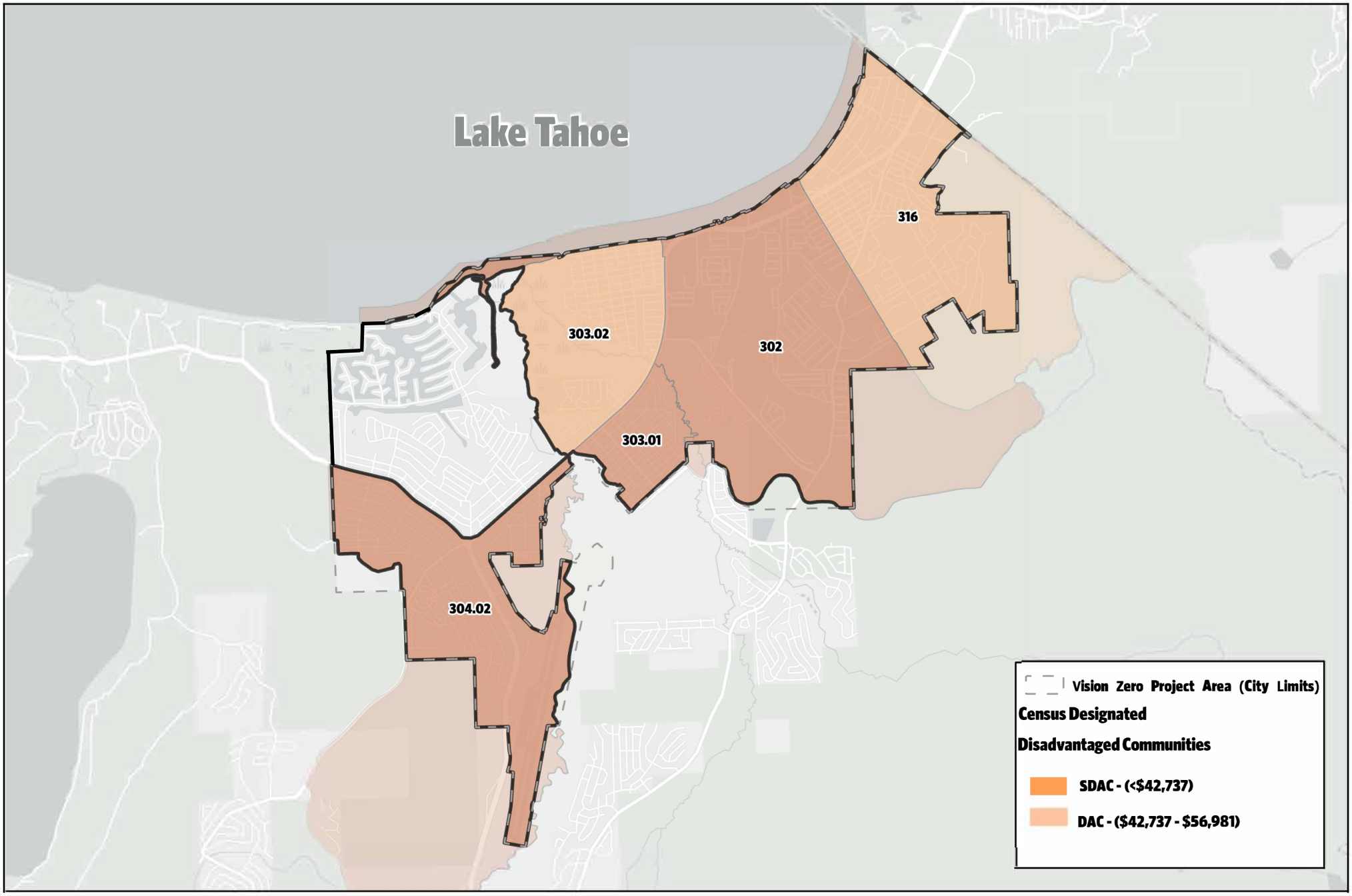
Staff has reached out to Tahoe Regional Planning Agency (TRPA) and the California Department of Transportation (Caltrans) and they are both supportive of this grant application. Letter of Support from TRPA is included as Attachment 4. Draft Letter of Support from Caltrans is included as Attachment 5. The final letter is expected before the application due date.

Staff will work with various departments to set up the Task Force. Staff also plans to develop a draft Resolution supporting the Vision Zero Plan (Attachment 2). The Resolution will be initially submitted to the Planning Commission for review and recommendation. The final Vision Zero will be brought back to the Council for approval once the Grant Application is awarded.

Financial Implications: Staff is proposing a $250,000 grant application, including 20% matching funds for $50,000. Matching funding will come from the $150,000 proposed CIP Mid-year Budget in Account 301-50043 (Citywide Traffic Safety, Traffic Calming, ADA, and Flooding Mitigation) Project.

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 objective to improve safety and reduce crashes in the City.



CITY OF SOUTH LAKE TAHOE

Vision Zero Action Plan Project Area

N

0 0.5 1 1.5

Miles

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Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

TBD

Establishing a Vision Zero Policy to Work Toward Zero Traffic Deaths and Severe Injuries

BACKGROUND

A. According to data from the National Highway Traffic Safety Administration each year approximately 40,000 people are killed in traffic collisions in the United States.

B. In a study comparing 19 peer nations the Center for Disease Control and Prevention found that the United States has the highest traffic death rate per person.

C. From 2017 to 2021, 24 people died and 526 suffered injuries in the City of South Lake Tahoe an average of 4.8 deaths and 105 injuries per year, including US 50 and 89 corridors operated and maintained by Caltrans.

D. There were five fatalities and 49 injuries involving pedestrian and bicycle crashes in the City during this time period, including the US 50 and 89 corridors operated and maintained by Caltrans.

E. One death on streets in the city is one too many and the City is dedicated to strategies that aim to reduce and eliminate deaths and serious injuries on streets in the city.

F. Senior citizens and people with disabilities, low-income income communities, and people bicycling face a disproportionate risk of traffic injuries and fatalities.

G. Vision Zero is a health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries through a data-driven multi-disciplinary and safe systems approach that also increases safe healthy equitable mobility for all.

H. Vision Zero recognizes that while human error will always occur a combination of engineering education and enforcement measures can reduce collisions and can prevent collisions from causing death or severe injuries.

I. The City s General Plan identifies safety as one of the goals of the transportation system, including pedestrian and bicycle safety.

J. The Federal Highway Administration has made a commitment to eliminating fatalities and serious injuries on the nation's roadways using a data-driven interdisciplinary approach modeled after Vision Zero.

K. Caltrans has adopted the goal of moving toward zero deaths with a focus on using proven effective strategies and countermeasures.

L. The City declares that Vision Zero is the citywide guiding principle for transportation planning the design of streets and sidewalks and the maintenance of the public rights of way.

M. The City will plan and design its transportation system with the overriding goal of eliminating fatalities and serious injuries among all system users and will work with Caltrans to improve safety in the US 50 and US 89 corridors.

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

1. Directs staff to consider safety as the highest priority when balancing competing needs and demands for space within the public right of way.
2. Directs the Public Works Department to prepare an Action Plan and Countermeasures to achieve the Vision-Zero goals.
3. Directs the Development Services and Public Works Departments to evaluate and recommend modifications to policies for all modes of transportation, including pedestrian facilities with the goal of improving roadway safety for all users.
4. Directs the City Manager to convene an inter-departmental Vision Zero Task Force to include staff from Development Services, Public Works, and Police Departments which will be used to establish a shared understanding of the Vision Zero approach and integrate Vision Zero into all aspects of transportation planning, engineering, enforcement, and education.
5. Directs staff to develop a Vision Zero Action Plan that summarizes specific changes to policies standards enforcement procedures education efforts infrastructure improvements and other action items to be taken by City departments that will reduce speeding reduce collisions and move the City towards zero fatalities and serious injuries.
6. Directs staff to implement the Vision Zero Action Plan in an equitable manner accounting for historic inequities in transportation and safety investments across the community.
7. Accepts the National Association of City Transportation Officials (NACTO) guidelines as nationally accepted best design practices and directs staff to reference and use these guides as applicable in the design of all transportation projects.
8. Directs staff to develop an annual report on progress toward the Vision Zero goals tracking process and outcome metrics to be defined in the Vision Zero Action Plan and to present this report each year to the City Council.

Adopted by the City Council of the City of South Lake Tahoe on xxxx, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Devin Middlebrook, 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

DRAFT

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

August 19, 2022

The Honorable Pete Buttigieg
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

The Tahoe Regional Planning Agency (TRPA) supports the application from the City of South Lake Tahoe to the United States Department of Transportation's (USDOT) Safe Streets and Roads for All (SS4A) competitive grant program for the Vision Zero Action Plan Project (Project).

TRPA is excited to partner with the City to develop a Vision Zero Action Plan. The Project will conveniently coincide with a needed update to the existing TRPA Lake Tahoe Region Safety Strategy. The Vision Zero planning effort can benefit historically disadvantaged communities in South Lake Tahoe, support implementation of the Regional Transportation Plan projects and programs, and help the region reach environmental and sustainability goals.

The City is an important partner in the region with the largest population and most dense network of streets. Developing a Vision Zero Action Plan will benefit the largest population center and area of visitation in the Lake Tahoe Region. This plan is critical to ensure residents and the multitude of visitors to Tahoe feel safe getting around without a car. Folding this work into the updated Safety Strategy will ensure that the most vulnerable communities are protected, and that TRPA can track and prioritize those projects that achieve the Regions safety goals.

TRPA would like to thank the USDOT for its consideration of this Project.

Sincerely,

Nick Haven
Transportation Department Manager

California Department of Transportation

OFFICE OF THE DIRECTOR
P.O. BOX 942873, MS–49 | SACRAMENTO, CA 94273–0001
(916) 654-6130 | FAX (916) 653-5776 TTY 711
www.dot.ca.gov

July 11, 2022

The Honorable Pete Buttigieg
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

The California Department of Transportation (Caltrans) supports the application of the City of South Lake Tahoe to the United States Department of Transportation's (USDOT) Safe Streets for All (SS4A) grant program for the Zero Vision Action Plan Project (Project).

The City of South Lake Tahoe requests $200,000 through the FY 2022 SS4A grant with 20% ($50,000) of local match funds. The proposed Project is a planning effort that would benefit five (5) Historically Disadvantaged Community census tracks in the City. The Zero Vision Project will develop a citywide Traffic Safety Plan. The project will collect traffic and crash data, including bicycles and pedestrians. The project will use crash data to pinpoint the factors contributing to traffic fatalities and injuries and identify proven safety countermeasures to address these factors through education, engineering, enforcement, and evaluation to achieve the Zero-Vision goals. The Project addresses safety, environmental sustainability, quality of life, mobility and community connectivity, equity, micro-mobility, and personal conveyance (scooters). This plan will complement the Complete Street Planning effort envisioned by the city. The city is partnering with Tahoe Regional Planning Agency (TRPA), the MPO for the region, with this effort.

Caltrans is a significant partner with the City of South Lake Tahoe through the US 50 corridor, with access through the entire City.

Caltrans would like to thank USDOT for its consideration of this Project.

Sincerely,

Director



Vision Zero Action Plan

September 6, 2022

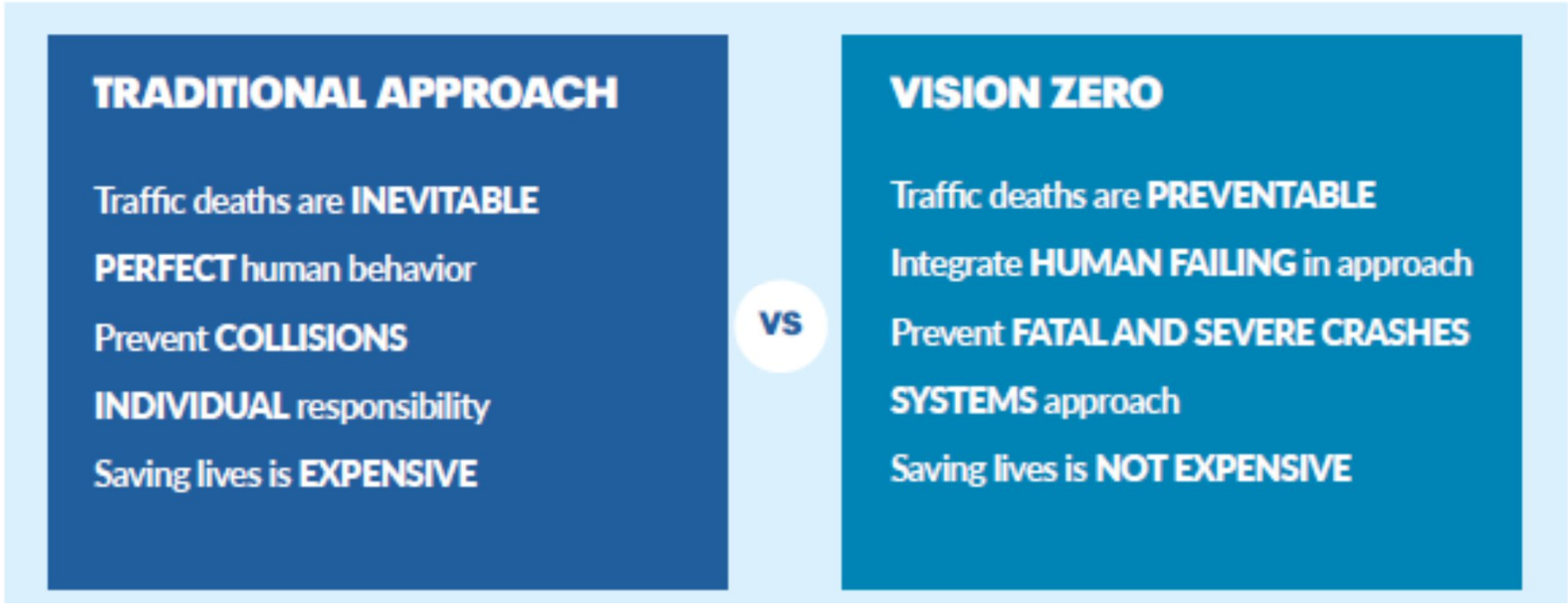
Why Vision Zero?

Across the country, U.S. towns and cities are committing to Vision Zero, which, in addition to setting the goal of zero traffic deaths or severe injuries, also commits communities to a fundamental shift in how they approach traffic safety.

What Distinguishes Vision Zero

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. In creating a Vision Zero Action Plan, stakeholders should understand, acknowledge, and discuss how Vision Zero differs from the traditional approach to traffic safety.

Vision Zero is not just "business as usual"





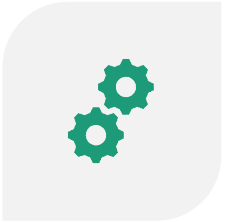
THE PRIORITIZATION OF PROVEN SAFETY STRATEGIES



MULTI-DEPARTMENTAL COLLABORATION TOWARD THE SHARED GOAL OF ZERO

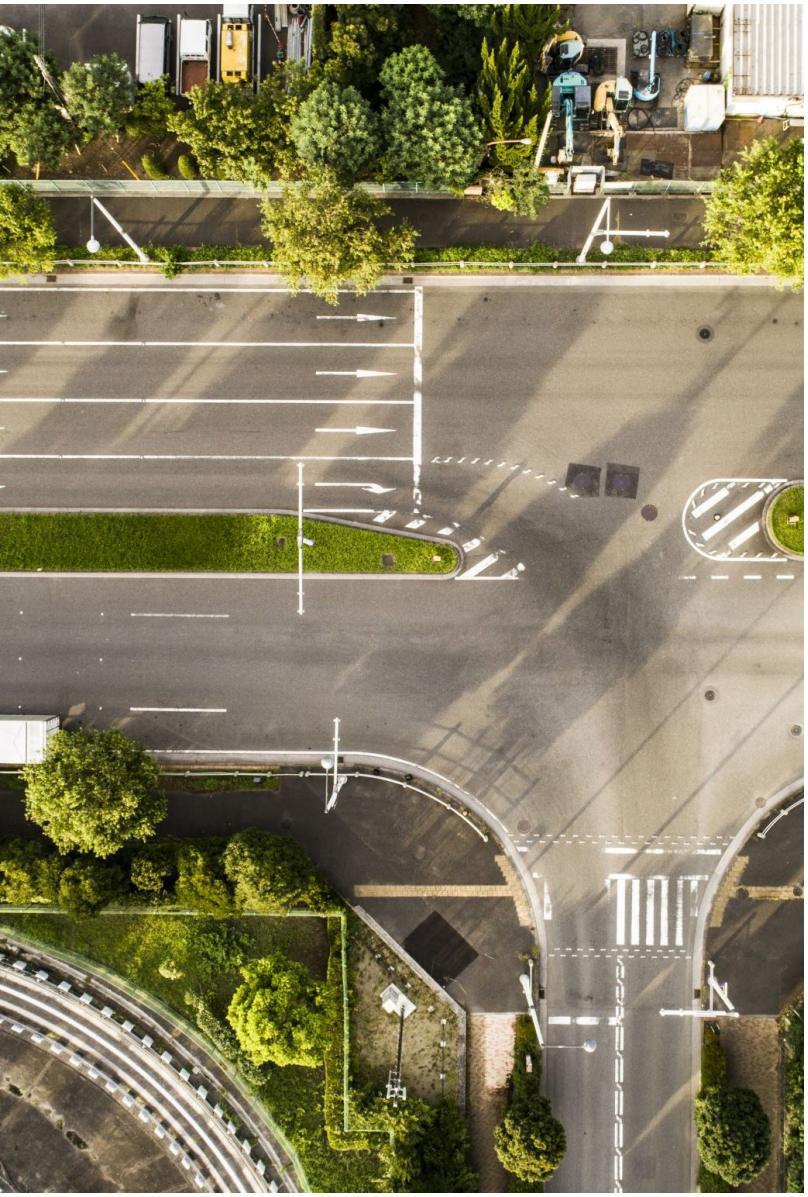


A FOCUS ON DATA-DRIVEN DECISION-MAKING



A SYSTEMS-BASED APPROACH

Vision Zero Action Plan



Proposed Grant Application

- The proposed Grant Application, if awarded, will allow the City to develop an Action Plan and Countermeasure to improve traffic safety for all users, including vehicles, pedestrians, bicyclists, and non-motorized vehicles
- The City will collaborate with Caltrans to consider all roadways in the City in coordination with TRPA for regional issues
- A Task Force Committee will be formed to include partner agencies, city departments, and public-at-large to provide input and direction
- The Action Plan will focus on data-driven decision-making to develop countermeasures to achieve the Vision Zero goals

Questions



Resolution 2022-XXX

Adopted by the City of South Lake Tahoe City Council

September 6, 2022

Approval of Grant Application to U.S. Department of Transportation for development of a Vision Zero Action Plan

BACKGROUND

A. The U.S. Department of Transportation (USDOT) has issued a Notice of Funding Opportunity (NFO) for the Safe Streets and Roads for ALL (SSA) grant The purpose of the LATA is to provide technical assistance grants to agencies for pre-construction expenses related to Broadband deployment.

B. Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program.

C. The City of South Lake Tahoe is committed to the Vision Zero Program and the preparation of an Action Plan with an eventual goal of zero roadway fatalities and serious injuries.

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 and Directs the Director of Public Works to file a grant application with U.S. Department of Transportation for a grant in the amount of $250,000 to prepare a Vision Zero Action Plan.
2. If awarded authorizes acceptance of grant funds up to $200,000 into Capital Improvement Project Account, Citywide Traffic Safety, Traffic Calming, ADA, and Flooding Mitigation project revenue and expense accounts 301-50043.
3. Authorizes the allocation of $50,000 from the Capital Improvement Project Account, Citywide Traffic Safety, Traffic Calming, ADA, and Flooding Mitigation Project revenue and expense accounts 301-50043 toward matching funds.
4. Appoints the Director of Public Works as an agent to submit all documents, including but not limited to Applications, agreements, amendments, payment requests, and so on, which may be necessary to complete the Project.
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Adopted by the City Council of the City of South Lake Tahoe on September 6, 2022, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____

Devin Middlebrook, 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: September 6, 2022
Agenda Item #: 21

Agenda Item: Establishment of Johnson Blvd Utility Underground District Boundary

Executive Summary: Relocating overhead utilities underground will provide needed room to construct the future Johnson Blvd Complete Streets Project. Furthermore, removing the crowded overhead utility lines will clean up the skyline to create a scenic corridor between Al Tahoe Blvd and Lake Tahoe Blvd. Cost associated with removing the overhead utilities is paid from the California Public Utilities Commission-established Rule 20A funds collected as a part of utility users monthly payments to electrical power and communication companies.

Requested Action / Suggested Motions: Pass Resolution identifying the proposed Johnson Blvd Underground Utility District boundary and setting a date for a Public Hearing on November 1, 2022 at 9:00 a.m. (or as soon thereafter) to determine if the public necessity, health or safety requires the removal of overhead electric or communication facilities within all or part the proposed district boundary. Responsible staff Members: Stan Hill, Engineering Manager and Anush Nejad, Director of Public Works

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039
Anush Nejad, Director of Public Works (530) 542-6031

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

Attachments:

01-Staff Report.docx
02-Resolution UUD District Boundary.docx
03-Johnson Blvd. UUD Boundary Map (Exh. A to Reso).pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 6, 2022

Title: Notice of Hearing to Establish Johnson Blvd Utility Underground District Boundary

Location: Johnson Blvd between Lake Tahoe Blvd and Happy Homestead Lane (County Courthouse and South Lake Tahoe Police Department main driveway entrance).

Responsible Staff Member: Stan Hill, Email: shill@cityofslt.us Phone: (530) 542-6039

Background: Undergrounding of overhead utilities along Johnson Blvd is the first step in development of the proposed Johnson Blvd Complete Streets Project. The proposed Johnson Blvd Complete Streets Project is included within the Fiscal Year 2022-2027 Capital Improvement Project (CIP) Five-Year Plan and is cited as a high priority project within the South Tahoe Middle School Connectivity Study. The future complete streets project will include a Class 1 mixed use bike and pedestrian trail between the existing Al Tahoe Blvd Class 1 bicycle trail and the South Tahoe Bikeway located adjacent to Lake Tahoe Blvd. Removal of overhead utilities and utility poles frees up needed public right-of-way space for the proposed Johnson Blvd Complete Streets Project.

Issue and Discussion: Undergrounding of overhead utilities requires the formation of an Underground Utility District (UUD) and approval of the California Public Utilities Commission to apply Rule 20A funding to the cost of engineering, designing, and construction of undergrounding utility infrastructure.

The City's financial contribution to undergrounding overhead utilities is limited to the staff time and City Council time to create the UUD. During construction, the City's Resident Engineer/Inspector will monitor work within the public right-of-way in the interest of public safety awareness and conformance to specifications affecting City interests.

Through Rule 20A utility undergrounding procedures, Liberty Utilities is tasked to coordinate with all affected utility companies and South Tahoe Public Utility Company (STPUD) for the preparation of plans, specifications, and estimate (PS&E) bid documents. Liberty Utilities will also bid, award, and administrate the construction contract to install underground conduit and utility vaults necessary for relocating overhead electrical and communication facilities. Each of the affected Utility's will be responsible relocating their overhead wires within the underground conduits and removing their overhead wires from the utility poles. The existing utility poles will be removed after overhead utilities are undergrounded.

City Code, Chapter 7.10, Underground Utility Districts defines the City's required procedures for the formation of a UUD. In accordance with City Code, City Council by resolution, determines the area to be included in a proposed UUD. The resolution sets a location and date for a public hearing. City Council will determine if the public necessity, health or safety requires the removal of overhead electric or communication facilities within all or any part of the proposed UUD. Specific noticing requirements for the public hearing are detailed within section 7.10.030 of City Code.

If City Council makes the findings supporting the formation of the UUD, a resolution will be passed and adopted establishing the formation of the UUD. The resolution will define the UUD area and fix the time frame for completing the removal of overhead utilities. Affected property owners are thereby advised of when they need to be ready to receive underground utility service.

Financial Implications: Funding needed to perform the undergrounding of overhead utilities will be provided through California Public Utilities Commission approved use of Rule 20A; a utility surcharge collected as a part of rate-payer's monthly utility bills for funding the undergrounding of overhead utilities.

Liberty Utilities is in support of the Johnson Blvd overhead utility undergrounding project. Liberty Utilities will coordinate with all other affected overhead utility companies (ATT and Spectrum-Charter) and will begin engineering design following the formation of the proposed Johnson Blvd Underground Utility District (UUD).

Environmental Considerations: Any environmental permitting necessary to perform utility undergrounding work will be addressed by Liberty Utilities. The City's proposed Johnson Blvd Complete Streets Project engineering design and permitting will be addressed at a future date as the Project moves up the priority list and funding is programmed to the Project. Environmental permitting for the proposed complete streets project will occur as a part of the planning, engineering, and design work.

Policy Implications: The Johnson Blvd Complete Streets Project fits well within the City's 2021-2026 Strategic Plan Priorities. Removing overhead utility lines will prepare Johnson Blvd for construction of an important bicycle and pedestrian connector between the Lake Tahoe shoreline/Bijou commercial business district and the Bijou Park area.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

September 6, 2022

Notice of Hearing to Establish Johnson Blvd Underground Utility District Boundary

BACKGROUND

A. Johnson Blvd Complete Streets Project is included within the City of South Lake Tahoe (City) Fiscal Year 2022-2027 Five-Year Capital Improvement Plan.

B. Johnson Blvd is identified within the South Tahoe Middle School Connectivity Plan as a high priority Complete Streets Project.

C. Undergrounding of existing overhead utilities will remove utility poles and dense overhead utility lines and free up space within the Johnson Blvd public right-of-way to construct a complete streets project with a Class 1 mixed use recreational trail.

D. City Council, in accordance with the provisions contained in Chapter 7.10 of South Lake Tahoe City Code, shall by resolution determine the area to be included in a proposed underground utility district and set a date for a public hearing to determine if the public necessity, health or safety requires the removal of overhead electric and communications facilities within all or part of such proposed district.

E. Rule 20A utility undergrounding funds will pay for the undergrounding of main-line overhead utilities.

F. Rule 20A funds will pay for the first 100 linear feet of undergrounding costs for private utility service line construction and pay up to $1,500 per electric panel upgrade.

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

1. Hereby declares its intention to establish Johnson Blvd Underground District (UUD) as shown on the proposed underground utility district map (attached hereto as Exhibit A).
2. In accordance with requirements set forth in Municipal Code Chapter 7.10, the City Council hereby sets the time and place for a public hearing concerning the proposed Johnson Blvd Underground Utility District as follows:

Time: November 1, 2022 at 9:00 AM, or as soon thereafter as the matter may be heard.

Location: City Council Chambers, 1901 Lisa Maloff Way (SLT Airport), South Lake Tahoe, CA

Adopted by the City of South Lake Tahoe City Council on September 6, 2022, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

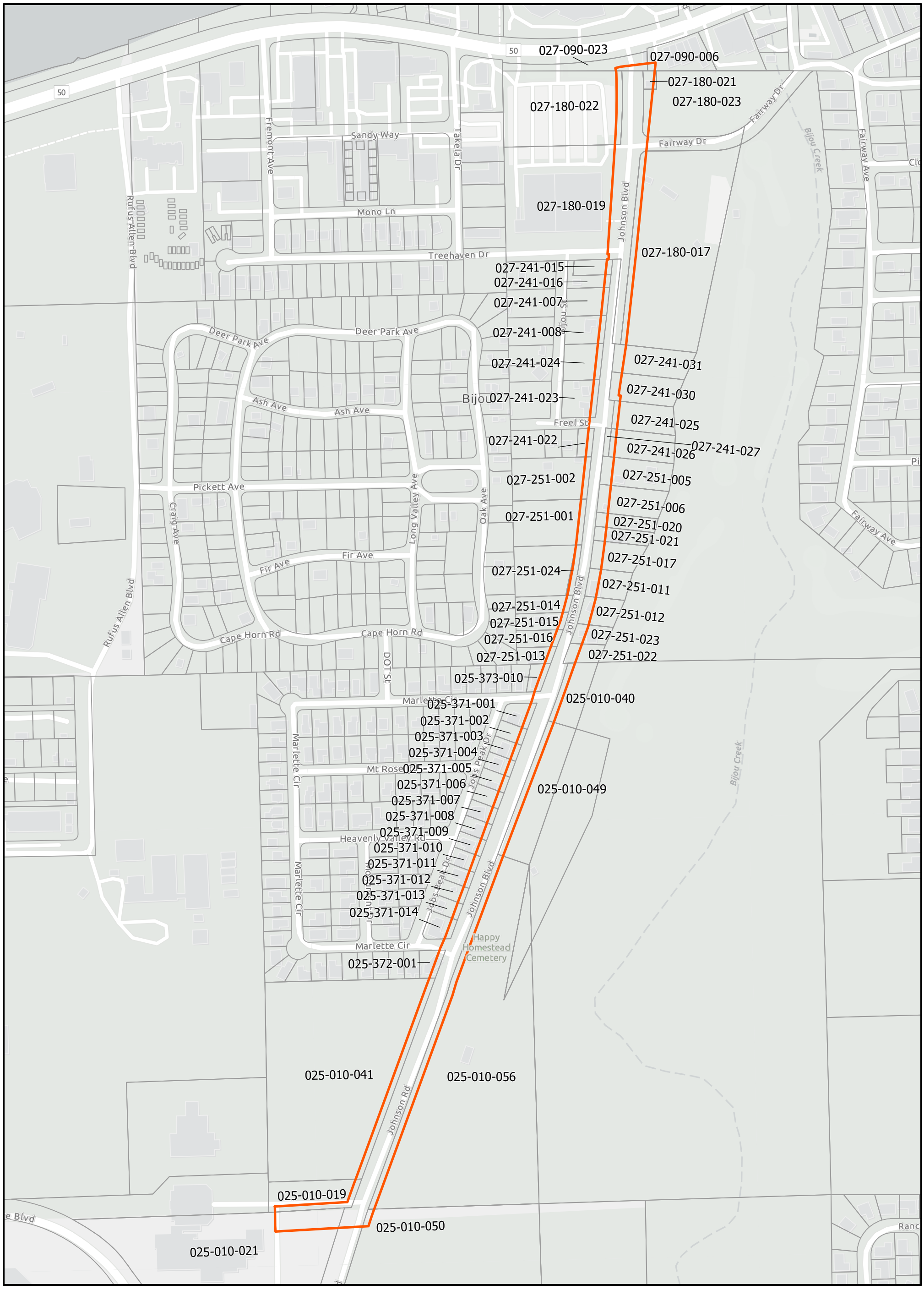
Devin Middlebrook, Mayor

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.



Proposed Johnson Blvd Underground Utility District Draft Boundary

CITY OF SOUTH LAKE TAHOE

N

0 200 400 600

Feet

Path: \\1052tata2\GIS\Projects\PublicWorks\JohnsonBlvdUndergroundDistrict\JohnsonBlvdUndergroundDistrict.aprx | Draft Boundary Map |

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 22

Agenda Item: Land Exchange with California Tahoe Conservancy

Executive Summary: City and California Tahoe Conservancy staff have engaged in discussions over the past few months regarding opportunities to exchange land in a manner that would result in more efficient management of public land assets. Staff proposes to provide parcels to the Conservancy that will benefit from the Conservancy's land management and conservation expertise, and to accept parcels from the Conservancy that will benefit from City stormwater infrastructure and recreation facility management capabilities. Staff is recommending that the City Council declare the City parcels to be exempt surplus land and authorize the City Manager to negotiate an agreement to exchange the specified parcels.

Requested Action / Suggested Motions: Pass a Resolution declaring seven City-owned parcels totaling approximately 181 acres (APNs 025-061-037, 025-081-013, 025-091-012, 031-030-020, 031-030-039, 080-010-013, and 080-020-008) to be exempt surplus property and authorizing the City Manager to negotiate a land exchange agreement for 18 parcels totaling approximately 7.1 acres owned by the California Tahoe Conservancy (APNs 023-686-016, 026-065-016, 027-010-016, 027-010-024, 027-010-029, 027-053-014, 027-073-005, 027-074-006, 027-112-013, 027-112-014, 027-112-015, 027-112-016, 027-112-017, 027-112-024, 027-134-022, 031-173-002, 031-173-004, and 032-090-013).
Responsible Staff Members: Hilary Roverud, Director of Development Services and Jason Burke, Complete Streets Program Manager

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024
Jason Burke, Complete Streets Program Manager (530) 542-6038

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

Attachments:

01-Staff Report
02-Location Map
03-Land Exchange
04-Resolution.docx

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

Meeting Date: September 6, 2022

Title: Land Exchange with California Tahoe Conservancy

Location: Various parcels in the City and El Dorado County

Responsible Staff Member: Hilary Roverud, Director of Development Services
Jason Burke, Complete Streets Program Manager

Background: City and Conservancy staff have engaged in discussions over the past few months regarding opportunities to exchange land in a manner that would result in more efficient management of public land assets. The City and Conservancy have a history of coordinating exchanges for this purpose. In 2012 an exchange of lands was executed that has benefited the Harrison Avenue public improvement and area wide stormwater project, stream environment zone restoration in Bijou Meadow, consolidation of Regan Beach parcels, development of the Community Playfields, and construction of a section of the Dennis T. Machida Memorial Greenway trail from Sierra Boulevard to Al Tahoe Boulevard. More recently, on June 7, 2022, the City Council approved an exchange of TRPA development rights and land coverage with the Conservancy which provided additional public benefits consistent with each agency's respective goals.

Issue and Discussion: City and Conservancy staff have continued to discuss exchanging properties for management efficiency, as shown in Attachment 02 and listed in Attachment 03. The following City-owned parcels are recommended for exchange with the Conservancy.

Trout and Cold Creek Parcels

These parcels encompass approximately 177 acres of City-owned land purchased in 1981, located outside of the City limits (APNs 025-061-037, 025-081-013, 025-091-012, 080-010-013, and 080-020-008). These parcels include areas along Trout Creek and Cold Creek known as the Globin Ponds and Lake Christopher where the City and Conservancy have historically partnered to complete stream environment zone (SEZ) restoration projects.

Link Road Parcels

These parcels include approximately 3.5 acres of land acquired by the City between 1970 and 1992 (APNs 031-030-020 and 031-030-039). The two larger parcels were acquired utilizing grant funds awarded by the California Tahoe Conservancy to remove the auto recycling yard and restore the site. The Conservancy retained the rights to all existing land coverage and commercial floor area (CFA) banked on the property and the larger parcel (031-030-39) was deed restricted as open space. These parcels were evaluated by the City for potential housing development, however, due to the parcels containing SEZ and flood zone areas and having access challenges they have not been pursued for development.

The following parcels are recommended to be accepted from the California Tahoe Conservancy:

Alta Mira and Nearby Lakefront Parcels

This group of three lakefront parcels total approximately 1.4 acres of Conservancy-owned land (APNs 027-010-016, -024, and -029). The Conservancy and State Lands Commission acquired the Alta Mira parcel in 2014 and demolished the existing building to facilitate improved public access and recreation in the El Dorado Beach/Lakeview Commons area. The Conservancy currently leases the State Lands Commission portion of the parcel. Also included are two narrow lakefront parcels to the east, which were acquired by the Conservancy for potential lake access.

Water Quality Parcels

The exchange would potentially also include several scattered parcels that currently contain or are planned for City stormwater infrastructure (APNs 027-073-005, 027-074-006, 027-112-013, -014, -015, -016, -017, -024, 027-134-022, 027-053-014, and 031-173-002 and -004). These parcels are located near Herbert Ave., Osgood Ave., and O'Malley Drive and total approximately 1.4 acres.

Management Efficiency Parcels

The exchange would also potentially include a Conservancy-owned parcel adjacent to the City-owned Al Tahoe Pioneer Cemetery parcel, a Conservancy-owned parcel adjacent to a City-owned vacant parcel on Tahoe Island Drive and a Conservancy-owned parcel adjacent to the Lake Tahoe Airport (APNs 026-065-016, 032-090-013, and 023-686-016). These parcels would benefit from consolidated management by the City.

Attachment 03 includes a parcel list containing more detailed property characteristics. In general, the City proposes to provide parcels to the Conservancy that will benefit from the land management and conservation expertise of the Conservancy. Parcels that the Conservancy proposes to provide to the City will benefit from City stormwater infrastructure and recreation facility management capabilities.

Several of the proposed exchange parcels contain nominal amounts of banked TRPA commodities and land coverage. In general, City and Conservancy staff are recommending that the exchange of these parcels would include the banked and underlying potential rights associated with each of these parcels. However, the Lake Christopher parcel contains a significant amount of banked 1b hard coverage and the Alta Mira and Connolley Beach parcels contain banked existing Residential Units of Use, Commercial Floor Area, and Sewer Units which, as a result of further negotiations, may be retained by the agency currently in possession of those parcels.

All of the City parcels included in this potential exchange are listed as either "surplus" or "exempt surplus" in the City's Surplus Land Inventory. The Surplus Land Act provides an exemption for land declared exempt by the local agency and exchanged with another local, state, or federal agency for the transferee agency's use. Adoption of the resolution in

Attachment 04 would declare all of the parcels as “exempt surplus” because they are being exchanged with a state agency for the agency’s use.

City and Conservancy staff continue to research the history, title and condition of these properties and are seeking authorization to negotiate an agreement to exchange these properties. If approved by the City Council, the Conservancy Board will also consider these actions at their September 15th meeting.

Financial Implications: Appraisals the determine market value of each parcel are not proposed to be conducted as part of this exchange. The purpose of the exchange is to increase public land management efficiencies. City maintenance and management responsibilities will shift from currently owned parcels that require significant vegetation and habitat management outside of City limits to newly acquired parcels that require additional stormwater infrastructure and recreation facility maintenance within the City boundary.

Environmental Considerations: The proposed exchange of land and TRPA development rights does not constitute an “approval” of a “project” pursuant to CEQA Guidelines Sections 15004 and 15352 because it does not commit the agency to a definite course of action in regard to a project to be carried out. The exchange of land for improved management efficiency purposes that does not involve a change to, or an intensification of, the existing use or purpose is not a “project” defined by CEQA (section 15378[a]).

Policy Implications: The recommended amendments are consistent with the City General Plan and Strategic Plan, specifically the following policies:

General Plan Policy LU-10.3: Vacant Open Space Parcel Exchange
The City shall work with the California Tahoe Conservancy (CTC) and other State and Federal agencies to exchange publicly-owned vacant open space parcels in existing residential subdivisions for vacant parcels in other parts of the Lake Tahoe Basin as a means of consolidating open space and developing underused sites in existing neighborhoods.

General Plan Policy LU-10.1: Inter-Agency Coordination
The City shall coordinate with all regional, State, and Federal agencies and special districts to ensure that their planning efforts within the city limits are consistent with the City of South Lake Tahoe's General Plan.

General Plan Policy NCR-3.11: Natural Habitat and Open Space Management
The City shall encourage and support public agencies formed to acquire and manage important natural habitat areas, and other open space lands.

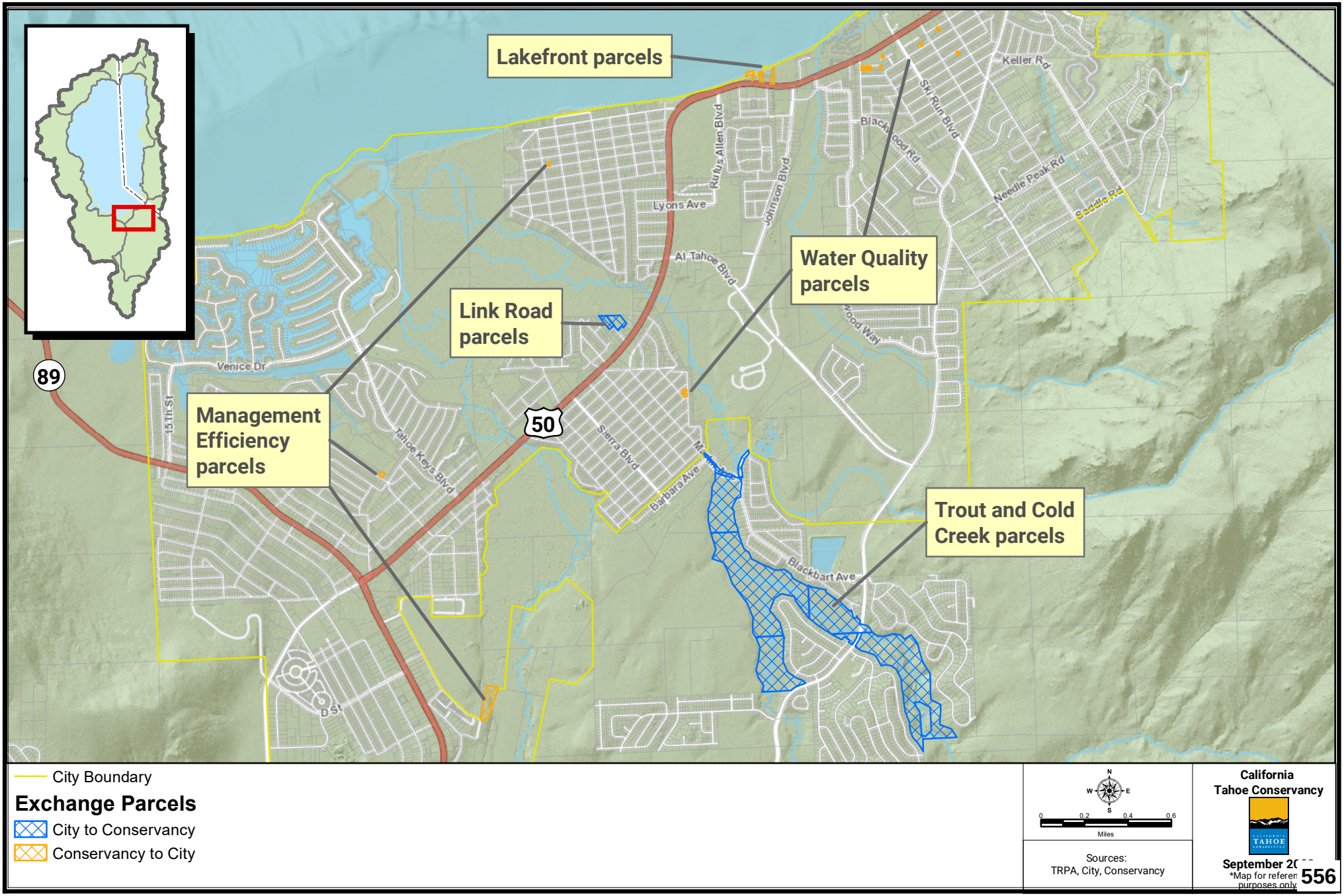
General Plan Policy ED-1.2: Economic and Environmental
Balance: The City shall strive to maintain a balance between economic health and environmental health through careful and efficient planning.

Strategic Plan Strategy 5.4: Local Control
Explore ways to develop more local control for the City and residents to make 5.4 decisions about the community.

Action Item 3: Develop a strategy to improve the way the City coordinates with Basin entities.

ATTACHMENT #2

Exchange and Transfer of Conservancy Lands with City of South Lake Tahoe



City and California Tahoe Conservancy Land Exchange

APN	Address	Size (acres)	Land Use/Zoning	Historic Use/Existing Development	Current Use	Banked TRPA Commodities	Hydrologic Area	General Plan Land Use Designation	Surplus Land Act Status	Purpose of Exchange
City Parcels										
025-081-013	No address	57.07	PAS 100-Conservation (EDC)	Lake Christopher Dam	SEZ, Flood Zone, Informal trails	91,260 sf 1b hard coverage	Upper Truckee	Conservation	Listed Exempt Surplus	Conservation land and SEZ management
025-091-012	Abuts Lake Christopher	22.27	PAS 100-Conservation (EDC)	Cold Creek	SEZ, Flood Zone, Informal trails	None	Upper Truckee	Conservation	Listed Exempt Surplus	Conservation land and SEZ management
031-030-020	948 Link Road	1.22	PAS 103 - Commercial/Public Service	Link Road	SEZ, Flood Zone, Informal trails	None	Upper Truckee	Commercial/Public Service	Listed Surplus	SEZ restoration and management
031-030-039	No address	2.23	PAS 103 - Commercial/Public Service	Link Road	SEZ, Flood Zone, Informal trails	9 sf CFA. 402 restoration credits, TRPA file ERSP2016-1224	Upper Truckee	Commercial/Public Service	Listed Surplus	SEZ restoration and management
080-010-013	Borders Pioneer Trail	20.82	PAS 100-Conservation (EDC)	Trout Creek	SEZ, Flood Zone, Informal trails	None	Upper Truckee	Conservation	Listed Exempt Surplus	Conservation land and SEZ management
025-061-037	Martin Ave and Black Bart A	21.5			SEZ, Flood Zone, Informal trails, Black Bart ROW		Upper Truckee	Conservation	Exempt Surplus	Conservation land and SEZ management
080-020-008	Above Pioneer Trail	54.8	PAS 106 - Residential (EDC)	Creek, trails, drainage. Recent Defensible Space by CCC	SEZ, Flood Zone, Informal trails	None	Upper Truckee	Conservation	Listed Exempt Surplus	Conservation land and SEZ management
Conservancy Parcels										
023-686-016	973 Tahoe Island Dr	0.27			Vacant. Informal Trails		Upper Truckee	Low Density Residential		Urban parcel adjacent to vacant City parcel
026-065-016	761 Tallac Ave.	0.11	PAS 099 - Residential	Cemetery	Adjacent Al Tahoe Cemetery	17 sf Class 7 potential coverage DOC-2005-0107854-00	South Stateline	High Density Residential		Coordination with Al Tahoe Cemetery management
027-010-016	3339 Lake Tahoe Blvd.	0.43	Bijou/Al Tahoe CP	Professional office building	Multi-use trail, Stormwater Infrastructure, State Lands Commission Lease	2 SFRUU, 3214 sf CFA, 9821 sf coverage verified, VBOU2014-0817	South Stateline	Commercial		Urban parcel. Recreation/Transportation
027-010-024	No address	0.42	Bijou/Al Tahoe CP	Vacant	Informal Trail	None, DR transferred off	South Stateline	Commercial		Urban parcel. Open Space
027-010-029	No address	0.48	Bijou/Al Tahoe CP	Vacant (Chimney Parcel)	Informal Trail	None	South Stateline	Commercial		Urban parcel. Open Space
027-053-014	3609 Osgood Ave	0.07	PAS 093 - Residential	Vacant	Vacant	1 DR transferred DOC-2005-0088341-00	South Stateline	High Density Residential		Stormwater infrastructure management
027-073-005	3685 Paradise Ave.	0.11	PAS 092 - Residential	WQ Basin	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-074-006	3728 Osgood Ave.	0.12	PAS 092 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-013	1027 Herbert Ave	0.12	PAS 093 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-014	3572 Lloyd Ave	0.12	PAS 093 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-015	3576 Lloyd Ave	0.12	PAS 093 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-016	3580 Lloyd Ave	0.12	PAS 093 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-017	3584 Lloyd Ave	0.12	PAS 093 - Residential	Vacant	Stormwater Infrastructure	None	South Stateline	High Density Residential		Stormwater infrastructure management
027-112-024	3604 Lloyd Ave	0.12	Tourist Core AP	Vacant	Stormwater Infrastructure. Informal Trail	None	South Stateline	Tourist Center		Stormwater infrastructure management
027-134-022	3736 Alder Ave	0.12			Vacant		South Stateline	High Density Residential		Potential Stormwater management
031-173-002	1202 O'Malley Dr	0.11			Stormwater Infrastructure		Upper Truckee	Low Density Residential		Stormwater infrastructure management
031-173-004	1210 O'Malley Dr	0.19			Stormwater Infrastructure		Upper Truckee	Low Density Residential		Stormwater infrastructure management
032-090-013	No address	3.93	PAS 116 - Commercial/Public Service	Vacant	Flood Zone. Airport related drainage	None	Upper Truckee	Special District		Airport drainage management

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe City Council

September 6, 2022

Declaring Seven City-Owned Parcels Totaling Approximately 181 Acres to be Exempt Surplus Property and Authorizing the City Manager to Negotiate a Land Exchange Agreement with the California Tahoe Conservancy

BACKGROUND

A. The City of South Lake Tahoe owns seven parcels totaling approximately 181 acres of property (Assessor's Parcel Numbers 025-062-037, 025-081-013, 025-091-012, 031-030-020, 031-030-039, 080-010-013, and 080-020-008) that are not needed for City purposes (the "Subject Property") and which the City desires to exchange for 18 parcels totaling approximately 7.1 acres owned by the California Tahoe Conservancy (Assessor's Parcel Numbers 023-686-016, 026-065-016, 027-010-016, 027-010-024, 027-010-029, 027-053-014, 027-073-005, 027-074-006, 027-112-013, 027-112-014, 027-112-015, 027-112-016, 027-112-017, 027-112-024, 027-134-022, 031-173-002, 031-173-004, and 032-090-013) (the "CTC Properties").

B. 177 of the acres owned by the City are located along Trout Creek and Cold Creek and are outside City limits in unincorporated El Dorado County. These parcels (APNs 025-061-037, 025-081-013, 025-091-012, 080-010-013, and 080-020-008) contain stream environment zone (SEZ) restoration projects and are not needed for City purposes.

C. 3.5 of the acres owned by the City (APNs 031-030-020 and 031-030-039), located on Link Road, were acquired with grant funds awarded by the California Tahoe Conservancy to restore the site, are deed-restricted as open space, and are not needed for City purposes.

D. The California Tahoe Conservancy-owned Alta Mira and nearby lakefront parcels totaling approximately 1.4 acres (APNs 027-010-016, -024, and -029) were acquired for public access to Lake Tahoe, and the City intends to continue to use them for this purpose.

E. Twelve California Tahoe Conservancy-owned parcels totaling approximately 1.4 acres (APNs 027-073-005, 027-074-006, 027-112-013, -014, -015, -016, -017, -024, 027-134-022, 027-053-014, and 031-173-002 and -004) either currently contain or are planned for City stormwater infrastructure, and the transfer of these parcels to the City will allow the City to control these parcels for water quality purposes.

F. Three California Tahoe Conservancy-owned parcels are located adjacent to the City-owned Al Tahoe Pioneer Cemetery, a City-owned vacant parcel on Tahoe Island Drive, and the Lake Tahoe Airport, and the transfer of these parcels to the City would allow for consolidated management by the City.

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

1. Finds and declares that the Subject Property the City is transferring to the California Tahoe Conservancy in exchange for the CTC Properties, is exempt surplus property under Government Code section 54220 et seq. and the Surplus Land Act Guideline dated April 2021 ("SLA Guidelines"), for the following reasons:
    a. Pursuant to SLA Guidelines section 103(b)(3)(C), the City is exchanging property for other property necessary for the City's use.
    b. Pursuant to SLA Guidelines section 103(b)(3)(D), the City is transferring property to another public agency, the California Tahoe Conservancy, for the California Tahoe Conservancy's use.

2. Finds and determines that the proposed exchange of land and TRPA development rights associated with that land does not constitute "approval" of a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines sections 15004 and 15352 because it does not commit the agency to a definite course of action in regard to a project to be carried out, and the exchange of land for improved management efficiency purposes that does not involve a change to, or an intensification of, the existing use or purpose is not a "project" under CEQA Guidelines section 15378(a).

3. Authorizes the City Manager to negotiate an agreement with the California Tahoe Conservancy to exchange the Subject Property for the CTC Properties.

Adopted by the City of South Lake Tahoe City Council on September 6, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____ Date:_____

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: September 6, 2022
Agenda Item #: 23

Agenda Item: New Financial Policy - Donation, Sponsorship, and Naming Rights Policy

Executive Summary: The purpose of this policy is to establish a formal process for acceptance and documentation of donations and sponsorships made to the City. This policy also establishes the standards for City officials and department heads regarding the approval and acceptance of donations and/or sponsorships as well as naming rights proposed through sponsorships. This policy provides guidelines for accepting donations and sponsorships in a responsible, transparent, and accountable manner consistent with City strategic goals.

Requested Action / Suggested Motions: Pass a Resolution adopting New Financial Policy - Donation, Sponsorship, and Naming Rights Policy.
Responsible Staff Member: Lori Marino, Principal Management Analyst

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542-7410

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

Attachments:

01-Staff Report - New Policy on Donation, Sponsorship, and Naming Rights.docx
02-Resolution - New Financial Policy on Donations, Sponsorship, and Naming Rights.docx
03- Financial Policies- Donations, Sponsorships, Naming Policy (Exh. A to Reso).docx

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

Meeting Date: September 6, 2022

Title: New Financial Policy- Donation, Sponsorship, and Naming Rights Policy.

Location: Citywide

Responsible Staff Member: Lori Marino, Principal Management Analyst (530) 542- 7410

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 City recognizes there is benefit in partnering with businesses, organizations, individuals, and community members to fund City programs, events, facilities, assets, and services. Contributions from outside sources of cash, in-kind services, labor, equipment, or supplies can reduce direct expenses and aid in garnering public support as well as provide additional leverage for other types of revenues.

The Donation, Sponsorship, and Naming Rights Policy is intended to establish a process for soliciting and accepting contributions, donations, sponsorships and recognizing donors in a manner consistent with Government Accounting Standards as well as the City's values, priorities, and the Strategic Plan. This policy is necessary to determine eligible types of contributions, outline restrictions, and establish thresholds for approvals and acceptance in accordance with Federal, State, and IRS laws and guidelines. It also provides an avenue to work with non-profits whose missions support the City's strategic goals.

Financial Implications: City Code and 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. Creation of this policy to establish guidelines for donations, sponsorships, and naming rights can generate revenue to fund new and existing facilities, project, programs, and activities for the benefit of the City and its residents.

Environmental Considerations: Addition of a new financial policy is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review.

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 2022-XXX

Adopted by the City of South Lake Tahoe City Council

September 6, 2022

Adopting New Financial Policy – Donation, Sponsorship, and Naming Rights Policy

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 and adoption 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. The City Council recognizes the benefit in partnering with businesses, organization, individuals, and community members to fund City programs, events, facilities, assets, and services; and

D. This policy establishes processes for soliciting and accepting contributions, donations, sponsorships, and recognizing donors in a manner consistent with Government Accounting Standards and the City's values, priorities, and Strategic Plan; 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. Adopts the New Financial Policy - Donation, Sponsorship, and Naming Rights Policy dated September 2022 (Exh. A).

Adopted by the City of South Lake Tahoe City Council on September 06, 2022 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date: _____
Devin Middlebrook, 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 Policies
Donation, Sponsorship, and Naming Rights Policy

PURPOSE

The purpose of this policy is to establish a formal process for acceptance and documentation of donations and sponsorships made to the City. This policy also establishes the standards for City officials and Department Directors regarding the acceptance of donations and/or sponsorships as well as naming rights proposed through sponsorships during the performance of City business.

This policy provides guidelines for accepting donations and sponsorships in a responsible, transparent, and accountable manner consistent with City strategic goals. Uniform criteria and procedures guide the review and acceptance of such donations and sponsorships and confirm the City has relevant and adequate resources to administer such donations, and ensures the City appropriately records the contribution and acknowledges the generosity of the donor.

DEFINITIONS

Donations may be offered in the form of cash, real or personal property, equipment, in-kind goods or services, or any other asset the City has agreed to accept for which the donor ***has not*** received any payment, goods, or services in return.

Designated or *Restricted Donations* mean those donations designated at donor request for a particular City department, location, project, or purpose, limiting use at the request of the donor.

Undesignated donations mean those donations that are given to the City for an unspecified use.

Sponsorships are cash or in-kind products and services offered by sponsors with an expectation that an obligation is created. The recipient (City of South Lake Tahoe) 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 under this policy does not include paid commercial advertising.

Naming Rights as it pertains to this policy, shall mean a type of sponsorship in which a third party purchases the exclusive right to name a property, component of property, facility, or city asset as described herein. All *Naming Right* proposals must be approved by City Council.

DONATIONS

This Council Policy is intended to guide the manner in which City staff accepts donations on behalf of the City and will consider public trust and compliance with all applicable laws and regulations when accepting donations.

- It is the intent of the City to reflect the accurate value of donations.
- Only City officials authorized by this policy may accept donations.
- This policy applies to all City departments and funds, as well as all types of donations authorized by this policy.
- The City has no obligation to accept any donation proposed by a donor until donations are approved in the manner set forth in this policy.
- All donations will be evaluated by the City prior to acceptance to determine whether the donation is in the City's best interest and is consistent with strategic plan, applicable City laws, policies, ordinances, and resolutions.
- The City does not provide legal, accounting, taxation, or other professional advice to donors. Each donor is responsible for ensuring the proposed donation meets the donor's charitable, financial, and/or estate planning goals.
- Prior to acceptance the City must determine whether an expenditure of City funds, either a direct outlay or use of City resources and materials, is associated or required by acceptance of the donation.
- The donation must be used for official City business, and not for political activities or other personal business.
- A donor may restrict a donation for a particular City department, location or purpose, but not designate the City official who may use the donation.
- The City shall comply with all applicable laws and regulations of the Internal Revenue Service regarding the acceptance of donations.

PROCEDURES

A. Proposed Donations

For *donations of personal property other than cash, or of real property* that only includes land or land and existing improvements, the donation proposal should be submitted on the Donation Approval Form to the City of South Lake Tahoe and include the following:

- Detailed description of the real or personal property donation (*e.g.*, land, buildings and equipment). Proposals for land should also include a legal description and a detailed site plan.
- Estimated cost or valuation of the gift (if known).
- Justification or reason for donation.
- Statement of unconditional gift to the City, or identification of any conditions associated with the acceptance of the donation.

For donations of *personal property in the form of cash or of real property* that includes the *construction of new improvements,* the donation proposal should be submitted on the Donation Approval Form to the City of South Lake Tahoe and include the following:

- Detailed description of the proposed project or use if proposing a designated donation.
- Estimated cost or valuation of the gift (if known).
- Justification or reason for donation.
- Scope of proposed project or intended use if designated.
- Conceptual drawings or plans (if applicable).
- Statement of whether the donor proposes to execute the project/use or seeks the City to do so.
- Statement of unconditional gift to the City, or identification of any conditions associated with the acceptance of the donation.

B. Value of Donation

Personal Property/ Equipment Valuation will equal its acquisition cost by the donor. If the donor cannot document this figure, an appropriate appraisal value should be provided. If the donor cannot provide an appraisal, the City will use best efforts to determine the fair market value.

Note: *The City of South Lake Tahoe cannot guarantee future funding for repair, Maintenance, use or replacement of donated items.*

Cash and other similar type donations will be valued at the dollar amount gifted to the City of South Lake Tahoe.

Real Property Valuation of Land or of Land with Existing Improvements, such as a building and its site, require reasonable estimate of value. This could be determined by a qualified appraisal or current market value based on actual cost to the donor, or selling price, comparable sales, or replacement costs.

In-Kind Goods or Services could be valued by checking the price for the good or service on the open market, obtaining quotes to determine the going rate, actual salary costs if available, or estimating salary cost based on skill level needed for the donated service.

New Improvement Projects or Repair/Alteration Projects that involve the construction of new improvements or repairs and alterations, must be proposed with fully scoped and designed concepts to allow for complete and comprehensive cost estimates to be provided and reviewed. All quantitative and qualitative aspects of the potential project must be established, such as definitive financial, operational, and environmental impacts. The result is a *Design & Cost Estimate Package* inclusive of construction drawings, performance specifications and finish schedules, timeline and milestone schedules, cost estimates, and environmental and operational impact analysis that can be submitted to the City by the donor.

C. Approval of Undesignated Donations

Undesignated or *Unrestricted Donations* shall mean a donation to the City without any limitations being placed upon its use.

All offers of *Undesignated Donations* to the City, shall be reviewed by the Finance Director for consideration of acceptance. Finance Director may review the proposal with appropriate City staff, City Treasurer, City Attorney, and/or City Manager to determine benefits derived and necessity of city resources to warrant acceptance of the donation. Criteria for evaluation include but are not limited to:

- Donation is in the City's best interest and consistent with applicable City laws, policies, ordinances, resolutions, and strategic priorities.

- Consideration of any special restrictions and if so, ensure those restrictions are acceptable to the City.

- Consideration of an immediate or initial City expenditure required to accept the donation which had not been included in the approved City budget.

- Potential to create one-time or on-going general maintenance obligation for the City.
- Evaluate potential liabilities, hazards, or environmental concerns.

Upon consideration to move forward, Finance Director shall follow threshold approvals as outlined below under “Approval Authority”.

D. Approval of Designated Donations

Designated or Restricted Donations must be proposed with a fully developed concept, idea, or intent containing enough information for City staff to assess consideration of the donation.

The *Beneficiary Department Director* will review the Donation Approval Form and conditions of any designated donation and determine if the benefits derived warrant consideration of the donation. Criteria for the evaluation include but are not limited to:

- Consideration of an immediate or initial expenditure required in order to accept the donation.

- The potential and extent of the City’s obligation to provide staff resources, maintain, match, or supplement the donation.

- Long-term city expenditures, requirements, or compliances required to fulfill obligation.

- Determination and accuracy of appraised value of the donation for non-cash donations.

- Potential liabilities associated with the donation, such as hazardous conditions, or environmental concerns.

- Feasibility of the proposal, both financial and operational.

- Whether the proposal is supported by impacted local residents and regional stakeholders and has economic and community benefits.

Cash Donations under $5,000 can be accepted by Beneficiary Department Director and approved by the Finance Director.

For cash donations over $5,000 and all other types of donations, the *Beneficiary Department Director* shall seek further review of financial implications by the *Finance Director*, legal implications by the *City Attorney,* operation, CIP and facility implications by the *Public Works Director,* as well as review by any other department/division impacted by donor proposal. Once review is approved, the following threshold authority is required for acceptance and approval.

E. Approval Authority

Following is the threshold amounts for approval of donation acceptance:

- Offers of donations of cash or items valued at $5,000 or below may be accepted by the Beneficiary Department Director and approved by the Finance Director.

- Offers of donations of cash or items valued more than $5,000 and up to $10,000 may be accepted and approved by the City Manager.

- Offers of donations of cash or items valued more than $10,000 must be accepted and approved by the City Council. Donations valued at more than $10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.

- All monetary donations regardless of dollar amount requiring additional expenditure appropriation must be approved by City Council.

F. Acceptance of Donations

Upon Approval and Acceptance as noted in the Approval Authority, the Distribution of Donation will be as follows:

- Tangible items will be distributed to appropriate City departments for use as directed if the item is a designated donation or if undesignated at the discretion of the City Manager or City Council as assigned in the Approval Authority above.

- Donations of cash for designated donations will be deposited into the appropriate revenue/expense accounts as noted in the City Council Resolution for the designated City department or at the discretion of the Authorized Authority as noted above.

- Donations of cash for undesignated donations up to $10,000 can be deposited into the City's General Fund donation account or designated to a specific program or project at the discretion of the City Manager. Undesignated donations in an amount over $10,000 will be distributed at the direction of City Council.

G. Tax Deduction

Donors may claim a tax deduction for any donation to a local government that exceeds $250 in value. For a donor to claim this deduction they must obtain a written acknowledgment from the local government that contains the following:

- The name of organization
- Amount of cash contribution
- Description (but not the value) of non-cash contribution
- Statement that no goods or services were provided by the organization in return for the contribution
- Description and good faith estimate of the value of goods or services, if any, that an organization provided in return for the contribution

H. Donation Recognition and Approval Form

Upon approval, and in accordance with this policy, Beneficiary Department Director (Designated donation) or City Manager/Designee (Undesignated donation) will ensure a "Donation Approval Form" and "Donation Acknowledgement Letter" are disseminated as follows:

- A signed/ completed Approval Form and Acknowledgement Letter will be provided to the Donor.
- Approval Form, Acknowledgement Letter and original Donor Proposal will be attached to City Council documents for all donations requiring City Council approval. Appreciation will be recognized during the meeting, except in the case of anonymity requested by the donor.
- For donations not requiring City Council approval, copies of Approval Form and Acknowledgement Letter shall be forwarded for information only to the City Council by the City Manager's Office and except in the case of requested anonymity by the donor, the donation/donor will be thanked and recognized by the City Manager at the next available City Council meeting.
- A copy of each Approval Form and Acknowledgement Letter shall be forwarded for information to the Finance Department and the designated department for which the donation was assigned.

- Each original Donation Approval Form, Donation Acknowledgement Letter and Donor Proposal shall be submitted to the City Clerk's Office for retention.

DECLINE DONATION

The City of South Lake Tahoe reserves the right to decline any donation if, upon review, acceptance of the donation offer is not in the best interest of the City, as determined in the review process.

Should the City reject the Donation Proposal for any number of reasons, including operational impacts, conflict with strategic priorities, obligation or fiduciary conflicts, or any other determining factor, the City Beneficiary Department will notify the Donor in written form.

SPONSORSHIPS

Offers of sponsorship should be submitted on a "Sponsorship Approval Form", to the Department Director receiving the benefit of sponsorship. The form shall be reviewed for completeness, compliance with this policy, and all other city codes, plans, and policies. Upon approval from Department Director, the form shall be routed for approval and acceptance per thresholds outlined in this policy.

Recognition for sponsorships will be made per the thresholds outlined in this policy, whereby the Sponsor will accept liability for all content of sponsorship messages printed or placed and assume responsibly of any claims arising therefrom made against the City.

Sponsors will be solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property and will submit all graphics in a format acceptable for printed materials.

Special Events/Promotions- In the case of special events where sponsorship of that event is provided by a corporate or organizational sponsor, such sponsor may, at the discretion of the appropriate approving authority of this policy, be recognized through the display of the sponsor's logotypes and/or names on event material(s). Such sponsorship shall not entitle the sponsor to any special privileges beyond that outlined in the Approval Form.

Recognition and marketing opportunities may include the following:

- Recognition of sponsor in media releases;
- Recognition of sponsor on promotional materials or printed materials;
- Onsite promotion and recognition;

- Booth space at special events; and,
- Advertising in City advertising space where applicable.

All full advertising/marketing/logo graphic design must be submitted in sufficient detail to determine content and final general appearance to the Special Events Coordinator and/or Department receiving sponsorship funding, for review and approval before acceptance of sponsorship. The design must be in a format acceptable and ready for print. The approval process for advertising/marketing/logo design shall not exceed ten (10) business days from time of submittal. Artwork must be submitted in appropriate format for printing.

Restrictions

The City will not undertake sponsorships or accept contributions which:

- Require the City's written or spoken endorsement of commercial products, service, companies, or individuals.
- Limit the City's ability to carry out its functions fully and impartially.
- Limit public access to City events, programs, facilities, or services.
- Personally benefit any individual City employee or group of employees.
- Imply City association with gambling, tobacco, illegal drugs, firearms, or pornography.
- Imply City endorsement of a particular political or religious viewpoint.
- Imply City tolerance of discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Approval Authority

Following is the threshold amounts for approval of sponsorship acceptance:

- Offers of sponsorship valued at $5,000 or below may be accepted by the Beneficiary Department Director and approved by the Finance Director.
- Offers of sponsorships valued more than $5,000 and up to $10,000 may be accepted and approved by the City Manager.
- Offers of sponsorships valued more than $10,000 must be accepted through a written agreement consistent with these guidelines, approved by City Attorney, and approved by the City Council.

- All monetary sponsorships regardless of dollar amount requiring additional expenditure appropriation must be approved by City Council.

The City shall reject advertising related to the sponsorships addressed in this policy, that does not comply with the standards set forth in this policy, bond holder agreements, city code, strategic plan, state or federal regulations, or other governmental standards.

If not approved at any stage of approval process, Sponsorship Approval Form shall be returned to designated sponsor with explanation of non-approval.

NAMING RIGHTS

Assigning a name is a powerful and recognizable identity for a public place or facility. The naming and/or renaming of City facilities, property, and assets, often requires significant resources in terms of changing names on signs, maps, and literature. In addition, the naming of facilities, property, and assets, should represent the mission and priorities of the City of South Lake Tahoe, City Council, and the community it represents. Therefore, all sponsorships proposing *Naming Rights* shall be approved by City Council.

All Sponsorships requesting Naming Rights on the Sponsorship Approval Form must include:

- Details of exchange of benefits, including what will be provided to the City by the sponsor and what will be provided by the City to the sponsor.
- Specific details of proposed name, and location.
- Term of the proposed Naming Rights Agreement.

Department benefitting from the sponsorship will bring this item to City Council for approval along with a “Naming Rights Agreement” developed by the City Attorney and reviewed and approved by the Finance Director, City Manager, and City Attorney.

Approval process and Naming Rights Agreement should:

- Ensure supporting information has been authenticated.
- Consider the impact of the *naming* or *renaming* to the community.
- Consider the cost of implementation, signage, and identify the *funding* to cover such costs.
- Ensure ownership rights, by agreement or by law, bond implications, or other legal implications.

- Adherence to City policies, City Code, as well as any local, state or federal laws.

- Reserve the right to rename any *City Asset* for any reason, if the resident, organization, or business for which it is named turns out to be disreputable, becomes disreputable or does not otherwise support the mission, principles, priorities, or policies of the City of South Lake Tahoe.

Fundraising Guidelines

The City may receive offers for outside support groups to identify donors to fundraise for specific City Assets in exchange for N*aming R*ights. City Sponsored or Recognized Support Groups intending to fundraise for multiple *Naming Rights* or major projects must take the following steps:

- Develop recommendations for *Naming* opportunities with gift levels prior to receiving gifts and offering *Naming Rights* to prospective donors.

- Draft and submit recommended *Naming* opportunities with gift levels to the Department Director benefiting from the sponsorship, for review.

- Include detailed information pertaining to type of gift levels, location(s), *Naming Rights*, criteria, length of term, and any other relevant information.

Department Director will work with the City Attorney to prepare a draft "Naming Rights Agreement" pertaining to the proposed *Naming Rights* with the City Sponsored or Recognized Support Group detailing city requirements and recommendations.

Draft Agreement will be brought forth to City Council for consideration, review, and approval **prior** to any fundraising proposing *Naming Rights*.

CITY OF
SOUTH LAKE TAHOE

DONATION APPROVAL FORM

Name of Donor:_____

Address:_____ City: _____ State: _____ Zip:_____

Description of donation: _____
_____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion:_____
_____

Intended use: _____
_____

Conditions of acceptance or donor designation: _____
_____

Remarks: _____

City Department receiving donation:_____

Account Number for Revenue: _____

Attach additional information where necessary.

APPROVED BY:

		Name/ Title	**Signature**	**Date**
Up to $5,000	Department Head			
Up to $10,000	Finance Director			
$5,000 to $10,000	City Manager			

Over $10,000: Date Approved by City Council: _____

CITY OF
SOUTH LAKE TAHOE

DONATION ACKNOWLEDGEMENT

(today's date)

(insert donor's name and address)

Dear (donor's name),

The City of South Lake Tahoe would like to thank you for your generous donation in the amount of _____, for _____ on (insert donation date).

Your support will assist in furthering our strategic goals.

{Provide details about how the donor's gift will be used}

No goods or services, in whole or in part, were exchanged for this contribution. Your contribution is tax deductible (if contribution is valued over $250) to the extent allowed by law.

Every donation makes an impact to better our community, and we are so thankful for your support.

Sincerely,

City Manager

CITY OF
SOUTH LAKE TAHOE

SPONSORSHIP APPROVAL FORM

Date of Application: _____

Name of Sponsor:_____

Address:_____ Phone# _____

Name and location of Event/Program/Project Sponsored: _____
_____

Description and/or amount of Sponsorship: _____

In exchange for: _____

Sponsoring Department or Event: _____
Attach full advertising, marketing, logo or graphic design in sufficient detail to determine content and final appearance to Special Events Coordinator or Department receiving sponsorship for review prior to final approval.

Naming Rights Proposal: Yes_____ No:_____ If yes, provide details of exchange benefits, proposed name, term of proposed agreement, specific location, attach additional information, maps, photos where necessary: _____
_____

All Naming Rights Proposals require a written Naming Rights Agreement by the City Attorney and must be approved by City Council.

Potential cost, on-going maintenance, replacement cost, city requirements or conditions for acceptance:_____

Account Number for Revenue: _____

APPROVED BY:

		Name/ Title	Signature	Date
Up to $5,000	Department Head			
Up to $10,000	Finance Director			
$5,000 to $10,000	City Manager			

Over $10,000: Date Approved by City Council: _____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 6, 2022
Agenda Item #: 24

Agenda Item: Agenda Planning Calendar

Executive Summary:

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member:

Reviewed and Approved By:

Attachments:

APC - 09 01 2022.pdf

2022 Agenda Planning Calendar (Updated 09 01 2022)

Department		Agenda Item	Agenda Section
Sept. 20, 5:30 p.	**City Attorney**	Single-Use Plastic Ordinance Amendments	UB
	City Clerk	City Council Protocols (Travel Rembursements CB/TW 6/7/2022)	
		City Council Appointments - LAFCO/EDC Oversight Board	
	Dev. Services	Amendment to PLHA Grant Use	
		Sugar Pine Village SuperNofa Resolution	
	Fire	LHMP Adoption	
	Parks & Rec	Parks Foundation MOU	
	Police	Parking Ambassador Program	
	Pub Works	Bijou Creek Park Project Update	
		Facility Assessment Award	
		PSA Right of Way Support Services Pioneer Trail Ped Imp Project Phase	
		Adoption of Dark Sky Standard	
			UB
		Title VI Plan Adoption	
		Update	Consent
Oct. 4, 9 a.m.	**City Clerk**	Conflict of Interest Code Update	
		Approval of Solicitation for Applications to Boards & Commissions	
		Ordinance Increasing City Council Compensation (First Reading)	

2022 Agenda Planning Calendar (Updated 09 01 2022)

	City Manager	SW Gas Prestentation Renewable Energy Goals	Presentation
		Tesla Contract	
	Dev Services	California Building Code - Local Code Adoption	
		TCAP Amendment – Montreal	
	Finance	GANN Limit	Consent
		Budget Carry-Forward	
	Pub Works	Airport Rate Study Presentation	NB
		Sustainable Transportation Planning grant - Citywide Connectivity Plan	Consent
		Rec Center Award - Phase II	
	Police	Discussion on Potential Gun Safety Measures	NB
Nov. 1, 9 a.m.	**City Clerk**	Ordinance Increasing City Council Compensation (Second Reading)	
		Resolution Increasing City Treasurer Compensation	
	Public Works	Broadband Master Plan Adoption	
Nov. 15, 5:30	**City Manager**	Juvenile Treatment Center Discussion	
	PD/CM/PR/DS	Commission Annual Reports	
Dec.13, 9 a.m.	**City Clerk**	Resolution Certification of Election Results	

2022 Agenda Planning Calendar (Updated 09 01 2022)

		City Council Re-Organization	
		Oath of Office	
		2023 Meeting Schedule	
		City Council Assignments to Boards and Commissions Discussion	
		League - New Mayors and Council Members Attendance	
		City Employee Recognitions	
Pub Works		California Tahoe Conservancy Proposition 1 Grant Funding ($550,000)	Consent
		Bijou Area Erosion Control Project CFD Annual Report	Consent
		Grant Funding for the Tahoe Valley Stormwater & Greenbelt Project move	Consent
Unscheduled/Pending			
	City Attorney	Parking Garage License Agreement with Verizon	
	City Attny/PW	Undergrounding Utilities	
		Amendments to Small Cell Policy	
		Liberty Utilities Franchise Agreement	
	City Clerk	Records Management Policy (Updated)	
		Policy - Use of Personal Devices for City Business	

2022 Agenda Planning Calendar (Updated 09 01 2022)

City Manager	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	Plan Area Statement Update for Tourist Accommodation Uses
	PLHA Moderate Income Homebuyer Administration PSA
	Tourist Core Area Plan Amendment: 3828 Montreal Rd
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
	Outside Eating Code Review (coverage, seating, parking etc)
Fire	Weed abatement/nusance Program - Defensable Space
	Fire Marshal
Parks & Rec	Bijou Park Master Plan
	Bijou Golf Course "Rock the Lake" Event and Review
Public Works	Rehab
	Award Contract PD - Community Recource Center Renovations

2022 Agenda Planning Calendar (Updated 09 01 2022)

	SEED Solar Photovoltaic Project PPA
	Award - James and Eloise Drainage Improvement Project Phase 1
	Airport Deferred Maintenance Plan