



# **CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA**

**January 18, 2024  
6:00 PM**

***The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.***

**Notice is hereby given that the City Council will hold a Meeting, on January 18, 2024 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the agenda will be as follows:**

## **1. CALL TO ORDER**

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

## **2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS**

1. Presentation of 2023 Officer of the Year
2. Presentation of 2023 Firefighter of the Year

## **3. CITIZEN COMMENTS**

*This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.*

*Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record, however they will not be read.*

**4. PUBLIC HEARINGS (NONE)**

**5. CONSENT CALENDAR**

1. Approve MINUTES - December 7, 2023 (Special - 5:30pm)
2. Approve MINUTES - December 7, 2023
3. Approve MINUTES - December 28, 2023 (Special)
4. Approve MINUTES - January 4, 2024
5. Adopt Resolution No. 4195 Approving Lease-Purchase Contract for Purpose of Financing Police Pursuit Vehicles and Upfitting
6. Annual Review of City of Coalinga Council Rules of Procedure
7. Direct City Manager to Reclassify Part-Time Animal Control Officer Position to Full-Time
8. Authorize Assistant City Manager to Execute a Task Order with the City Engineer for Preliminary Engineering, Environmental Support, Right-Of-Way Engineering, and Construction Engineering Services for the Coalinga Perimeter Trail Interconnect Gregory North Trial Project. Funded Through Cycle 6 of the Active Transportation Grant Program (ATP)
9. Approve Animal Shelter Services Agreement between Gimme Love and City of Coalinga
10. Approve Renewal Agreement with Fresno City College for Instructional Services
11. Approve Award to San Joaquin Pest Control for the Treatment of Termites at City Hall
12. Approve BSCC-ORT Evaluation Plan Agreement between Coalinga Police Department and California State University Fresno (CSUF) Foundation
13. Introduce and Waive the First Reading of Ordinance No. 864 Amending the Peddlers and Solicitors Licensing Requirements to Exempt Peddlers from the Licensing Requirements for those who do not Make Contact with the Occupants of the Residence
14. Code Enforcement Monthly Report for November 2023
15. Code Enforcement Monthly Report for December 2023

**6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

1. Discussion and Direction regarding a Potential Ordinance Language Change relating to Setback Requirements for Non-Permitted Accessory Structures

**Sean Brewer, Assistant City Manager**

**7. ANNOUNCEMENTS**

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

**8. FUTURE AGENDA ITEMS**

## **9. CLOSED SESSION**

1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8. Property: Portion of Parking lot at 6th and Elm Ave (APN: 072-124-17T)  
City Negotiator: City Manager, Negotiating Parties: Unwired Broadband; Under Negotiation: Terms of Property Lease, Including Price.

## **10. CLOSED SESSION REPORT**

**Closed Session:** A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

## **11. ADJOURNMENT**

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Presentation of 2023 Officer of the Year  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Young, Police Commander

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**I. RECOMMENDATION:**

Presentation of the police departments 2023 Officer of the Year.

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
No Attachments Available	



**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Presentation of 2023 Firefighter of the Year  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Greg DuPuis, Fire Chief

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

2023 Firefighter of the Year

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	File Name	Description
▣	FFOTY-Dangaran.pdf	2023 FFOTY



# COALINGA FIRE DEPARTMENT

GREG DUPUIS, FIRE CHIEF

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300 W. Elm Ave • Coalinga, CA 93210 • Phone (559) 935-1652 • Fax (559) 935-1638

Date: January 3, 2024

To: Marissa Trejo, City Manager

From: Greg DuPuis, Fire Chief

Re: Firefighter of the Year

It is my honor to announce Firefighter/Paramedic Arnold Dangan as the City of Coalinga Firefighter of the Year for 2023.

Arnold has been with the department since March of 2021 and exemplifies what a Coalinga Firefighter should be. Arnold's dedication to the department is demonstrated in his daily activity. Not a moment goes by when Arnold is not doing something to make the department better. Whether it is perfecting his own skills or helping others, volunteering for projects, or finding ways to serve the community, Arnold is constantly busy in between calls working at making the department better.

Arnold has taken it upon himself to become a mentor and role model for new employees. Arnold is the one you see taking new hires under his wing and showing them around. He is very patient and calm and always has a positive attitude. Arnold shows up to work every day with a handshake, smile and a "Have a good day," every single morning he is here. Arnold has a passion for the Fire Service and EMS. His paramedic skills are top notch and is one of the go to Medics for EMS questions and training. His firefighting skills are top notch as well and others look to him for advice on training evolutions, equipment, and apparatus usage.

Arnold has earned this award through a nomination by his peers. According to his peers Arnold is one of the hardest working firefighters in the department. He takes pride in his work and takes care of his coworkers. He works hard and is dedicated to his profession. He just comes to work and does his job. His dedication and professionalism are noticed and makes them all want to be better. He supports others to help them achieve their personal goals and the goals and vision of the department. Everything he does serves to better himself, the department, or the fire service as a whole.

Please join me in congratulating Arnold Dangan as the 2023 City of Coalinga Firefighter of the Year.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Approve MINUTES - December 7, 2023 (Special - 5:30pm)  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
▣ MINUTES_SPECIAL-530pm_For_Approval_120723.pdf	Minutes - December 7, 2023 (Special - 5:30pm)

# **SPECIAL MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA December 7, 2023**

## **1. CALL TO ORDER 5:30 PM**

Council Members Present: Horn, Ramirez, Vosburg, Schindler

Others Present: City Manager Marissa Trejo, Assistant City Attorney Christina G. Di Filippo, Assistant City Manager Sean Brewer, Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Administrative Analyst Mercedes Garcia (via Zoom), Fire Chief Greg DuPuis, and City Clerk Shannon Jensen

Council Members Absent: Hedgecock

Others Absent: Public Works and Utilities Coordinator Larry Miller

Changes to the Agenda: City Manager Marissa Trejo announced the following changes to the Agenda:  
None

*Motion by Vosburg, Second by Schindler to Approve the Agenda for the Special Meeting of December 7, 2023. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

## **2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS**

None

## **3. CITIZEN COMMENTS**

*The following individual(s) spoke under Citizen Comments:*

None

*The following individual(s) submitted written comment(s):*

None

#### **4. PUBLIC HEARINGS**

None

#### **5. CONSENT CALENDAR**

None

#### **6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

None

#### **7. ANNOUNCEMENTS**

##### City Manager's Announcements:

City Manager Marissa Trejo announced the City's Christmas Gift Giveaway program registration has closed and we have 258 kids signed up this year. Each child will receive a new pair of shoes, a package of socks, a jacket, a blanket and a toy. Monetary donations can be made at the front counter at City Hall. If anyone is interested in donating a new toy, blanket or jacket they can drop those items off at the front counter as well. We are desperate for wrapping paper and gift bags.

Mrs. Trejo announced the Coalinga Clean-Up event is scheduled for Saturday, November 4, 2023 from 6am – 1pm at 1255 W. Elm Avenue.

##### Council Member's Announcements:

Mayor Pro-Tem Ramirez asked that the community come out to support the Coalinga High School football team at their first Division Playoff game against Sierra Pacific, a Division 3 school.

##### Mayor's Announcements:

Mayor Horn announced that he, along with Mayor Pro-Tem Ramirez, the City Manager and Assistant City Manger attended the International Council of Shopping Centers ("ICSC") conference in San Diego last week and met with a few businesses that are interested in moving forward in Coalinga.

The next City Council meeting is scheduled for December 7, 2023.

#### **8. FUTURE AGENDA ITEMS**

#### **9. CLOSED SESSION**

1. REAL PROPERTY NEGOTIATIONS – Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 150 W. Elm Avenue, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. NEGOTIATING PARTIES: City of Coalinga. UNDER NEGOTIATION: Price and Terms of Payment

**10. CLOSED SESSION REPORT**

None

**11. ADJOURNMENT 5:33 PM**

**APPROVED:**

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James Horn, Mayor

**ATTEST:**

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Shannon Jensen, City Clerk

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January 18, 2024

Date

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Approve MINUTES - December 7, 2023  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	File Name	Description
▣	MINUTES_For_Approval_120723.pdf	Minutes - December 7, 2023

# MINUTES

## CITY COUNCIL/SUCCESSOR

## AGENCY/PUBLIC FINANCE AUTHORITY

## MEETING AGENDA

### December 7, 2023

#### 1. CALL TO ORDER 6:00 PM

Council Members Present: Horn, Ramirez, Vosburg, Schindler

Others Present: City Manager Marissa Trejo, Assistant City Attorney Christina G. Di Filippo, Assistant City Manager Sean Brewer, Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Administrative Analyst Mercedes Garcia (via Zoom), Fire Chief Greg DuPuis, and City Clerk Shannon Jensen

Council Members Absent: Hedgecock

Others Absent: Public Works and Utilities Coordinator Larry Miller

Changes to the Agenda: City Manager Marissa Trejo announced the following changes to the Agenda:  
  
The Special Meeting scheduled to run concurrently with the Regular Agenda has will be pulled and Discussion Item No. 6.2 will be pulled at the request of the Coalinga-Huron Recreation and Parks District.

*Motion by Vosburg, Second by Schindler to Approve the Agenda for the meeting of December 7, 2023. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

#### 2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

##### 1. Check Presentation from Coalinga Healthcare District to Coalinga Fire Department

Linda Balling and Nancy Jeffcoach presented a check in the amount of \$20,000 on behalf of the Coalinga Healthcare District to the Coalinga Fire Department. The scholarship check will fund the tuition and related expenses for EMT Alycia Sanchez and EMT Julia Sellers to attend the Fresno County Paramedic School in January of 2024

##### 2. Swearing In of Fire Department Promotions and New Hires

Fire Chief DuPuis announced the following Department promotions and new hires:  
Battalion Chiefs: Keith Krider, Justin Milligan and Robert Long



Fire Captains: James Ramsey and Isaac Rodriguez

Fire Engineers: Diego Acosta and Todd Sigler

Firefighters: Anotonio Basulto and Darren Burke

Firefighter/EMT: Dayne Kosmosky

Non-Safety EMTs: Julia Sellers, Chantel Sanchez, Dylan Rodriguez, Aaron Trujillo and Janet Amador

A full formal swearing-in ceremony will take place on Saturday, December 9, 2023, at 3:00pm at the Fire Department. 3:pm and will be open to the public.

*Mayor Horn announced a brief break at 6:24pm to allow families to take pictures.*

*Mayor Horn reconveyed the meeting at 6:29pm.*

### **3. CITIZEN COMMENTS**

*The following individual(s) spoke under Citizen Comments:*

Hilda Crawford thanked Assistant City Manager Sean Brewer and Public Works Supervisor Eric DeLeon for their assistance in repairing the hole near the gazebo on the plaza.

Mrs. Crawford announced the upcoming events at the Library:

12/19/23 – Christmas Bingo (4:30-5:30pm)

12/20/23 – Pictures with Santa (2:00pm)

12/20/23 – Visit from Santa (4:30pm)

12/21/23 – Christmas Craft (5:15pm)

A schedule of events is posted on the Library's website and flyers are available at the front desk.

*The following individual(s) submitted written comment(s):*

Mallory Griffith-Wells submitted written comments thanking the City of Coalinga, the Coalinga Police Department and the Coalinga Fire department for all the hard work they are putting in this holiday season and all year long.

Joan Vera submitted comments in support of the Gimme Love Animal Shelter.

### **4. PUBLIC HEARINGS**

None

### **5. CONSENT CALENDAR**

1. Check Register: 10/01/2023 – 10/31/2023
2. Approve MINUTES – November 2, 2023
3. Information Only: Quarterly Budget Report for Quarter Ending September 30, 2023
4. Information Only: Update on Research of Burned Properties Abatement Procedures

*Councilman Vosburg Pulled Item No. 5.4 for discussion.*

Councilman Vosburg spoke against the abatement process taking up to two years and requested that an item be brought back that includes Staff's recommendations on how the abatement process can be accelerated.

5. Information Only: Property Tax Update for Tax Year 2023/2024
6. Adopt Resolution No. 4169 Accepting Real Property Via Grant Deed (APN: 072-154-02)
7. Adopt Resolution No. SA-345 Approving the Recognized Obligation Payment Schedule 24-25 for July 2024 through June 2025 and the Fiscal Year 2024-25 Administrative Budget
8. Adopt Resolution No. 4191 Honoring Fresno Council of Governments Executive Director, Tony Boren, and His Many of Years of Service to the Fresno Region and the City of Coalinga
9. Direct Staff to Proceed with a Traffic Signal Warrant Analysis for Jayne Avenue
10. Authorize the Purchase of a 580N P Case Backhoe for Public Works
11. Approve Comprehensive Fee Schedule for the Consumer Price Index (CPI) Update Effective January 1, 2024

*Councilman Vosburg Pulled Item No. 5.11 and requested the Item be voted on separately.*

*Mary Jones submitted a Public Comment Card for comment on Consent Calendar Item No. 5.11, however declined to comment when requested to come forward.*

12. Authorize City Manager to Enter into a Contract with Mead & Hunt for Task Order #1 Professional Consulting Support for Airport Development of FAA Airport Capital Improvement Plan Services at the New Coalinga Municipal Airport
13. Approve Purchase of a New Ambulance from Emergency Vehicles Group (EVG)

*Councilman Vosburg Pulled Item No. 5.13 for discussion.*

Fire Chief Greg DuPuis gave a brief over of the Item.

14. Authorize Police Department to Purchase 5 APX Next Handheld Radios
15. Approve Amendment to Addendum #5 of the Municipal Advisory Services Agreement between the City of Coalinga and Wulff, Hansen & Co.
16. Authorize Police Department to Enter into a Contract with Permittum, LLC for It's CCW and Livescan Services
17. Reject Claim for Damages Presented by Laura Gonzales

*Councilman Vosburg Pulled Item No. 5.17 for discussion.*

Administrative Analyst Mercedes Garcia gave a brief overview of the item.

*Rhianna Gonzalez submitted a Public Comment Card for comment on Consent Calendar Item No. 5.17.*

Mrs. Gonzalez spoke against the City's rejection of Claim for Damages presented by Laura Gonzales.

Councilman Vosburg requested that Staff reach out to Laura Gonzales to go over the process and possible alternative actions.

18. Authorize Police Department to Purchase Two New Patrol Vehicles

*Councilman Vosburg Pulled Item No. 5.18 for discussion.*

Chief of Police Jose Garza gave a brief overview of the item.

19. Approve Renewal of the Exclusive Authorization and Right to Sell Agreement between the City of Coalinga and Mid State Realty

20. Notice of Completion for WWTP Radio Field Grading Project

21. Notice of Completion for the Pleasant Avenue Water Main Replacement

22. Notice of Completion for Elm Avenue Beautification Phase III Project

23. Notice of Completion for Cherry Lane Improvements Project

24. Code Enforcement Monthly Report for September 2023

25. Code Enforcement Monthly Report for October 2023

*Motion by Schindler, Second by Ramirez to **Approve** Consent Calendar Item Nos. 5.1 through 5.10 and 5.12 through 5.24. Motion **Approved** by a 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

*Mayor Horn called for a motion on Consent Calendar Item No. 5.11. Item **Failed** for lack of a motion.*

## **6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

1. Discussion, Direction and Potential Action regarding Animal Shelter Services

**Marissa Trejo, City Manager**

City Manager Marissa Trejo gave a brief overview of the item.

*Nancy Jeffcoach submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Nancy spoke in favor of Gimme Love Animal Shelter and no change in their current contract with the City.*

*Robin Scott submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Robin spoke in favor of Gimme Love Animal Shelter and no change in their current contract with the City.*

*Vona Darnell submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Vona spoke in favor of Gimme Love Animal Shelter. Vona spoke in favor of some of the recommended contract changes, but not all. Vona announced that she is currently working on starting a dog program at the Prison.*

*Federico Ojeda submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Federico spoke in favor of Gimme Love Animal Shelter and the services they have been performing.*

*Sherry Gregoire submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Sherry spoke in favor of Gimme Love Animal Shelter and the services they have been performing.*

*Mary Jones submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Mary spoke in favor of Gimme Love Animal Shelter and hope a resolution between the two entities can be met.*

*Diane Rocha submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Diane spoke in favor of Gimme Love Animal Shelter and no change in their current contract with the City.*

*Lorraine Wells submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Lorraine spoke in favor of Gimme Love Animal Shelter and the services they have been performing.*

*Liana Seda submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Liana spoke in favor of Gimme Love Animal Shelter and no change in their current contract with the City.*

*Rebecca Reiss submitted a Public Comment Card for comment on Consent Calendar Item No. 6.1. Rebecca spoke in favor of Gimme Love Animal Shelter and no change in their current contract with the City.*

*Motion by Horn, Second by Schindler to **Approve** Option 2 to Extend the Current Contract with Gimme Love for 30 days, until February 6, 2024 and Direct the City Manager to Continue to Attempt to Negotiate a new Contract, Understanding that, if No Agreement can be Reached, Option 1, as Referenced in the Staff Report, Will Occur. Motion **Approved** by a 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

2. Discussion, Direction and Potential Action regarding Entering into a Maintenance Agreement for the Management of Medians in the Warthan Estates and Posa Chanet Subdivisions  
**Sean Brewer, Assistant City Manager**

*Item No. 6.2 was Pulled from the Agenda at the request of Coalinga-Huron Recreation and Parks District during Changes to the Agenda.*

## **7. ANNOUNCEMENTS**

### City Manager's Announcements:

City Manager Marissa Trejo announced the City is accepting donations for the Annual Christmas Gift Giveaway program. We are still in need of toys (valued at \$25), donations and Christmas gift wrap. Items can be dropped off at City Hall.

### Council Member's Announcements:

None

### Mayor's Announcements:

None

## **8. FUTURE AGENDA ITEMS**

Councilman Vosburg requested a Future Agenda Item for the City Manager to reach out to Fresno County and Supervisor Mendes for an update on the status of repairs to Los Gatos Park.

Councilman Vosburg requested a Future Agenda Item for the City Manager to reach out to Coalinga Regional Medical Center, Fresno County and Supervisor Mendes regarding available mental health and homeless services that can be offered to residents.

Councilman Vosburg requested a Future Agenda Item for the City Manager to work with Pleasant Valley State Prison and negotiate a contract for their Second Chance Dog Program.

Councilman Vosburg requested a Future Agenda Item on revising the Ordinance related to setback requirements for non-permitted accessor structures.

Mayor Horn requested a Future Agenda Item on the status of repairs to the airport fuel pumps.

## **9. CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of Litigation Pursuant to Section 54956.9(d)(4): 5 Cases
2. REAL PROPERTY NEGOTIATIONS – Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 150 W. Elm Avenue, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. NEGOTIATING PARTIES: City of Coalinga. UNDER NEGOTIATION: Price and Terms of Payment

## **10. CLOSED SESSION REPORT**

None

## **11. ADJOURNMENT 7:39 PM**

**APPROVED:**

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James Horn, Mayor

**ATTEST:**

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Shannon Jensen, City Clerk

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January 18, 2024

Date

**From:** [mallory griffith](#)  
**To:** [Information](#)  
**Subject:** Meeting comment  
**Date:** Thursday, December 7, 2023 4:50:26 PM

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To whom it may concern,

I would like to thank the City of Coalinga, Marissa, CPD and CFD for all the hard work they are putting in this holiday season! Their hard work all year long is also much appreciated, however it is so heart warming to see all the effort they are putting in to make sure all of the children in our community get some holiday cheer!

Thank you again for all of your hard work! Coalinga is the BEST place to live and raise a family!

Sincerely,  
Mallory Griffith-Wells

[Sent from Yahoo Mail for iPhone](#)

**From:** [Joan Vera](#)  
**To:** [Information](#)  
**Date:** Thursday, December 7, 2023 4:53:10 PM

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I support Gimme Love animal shelter. They have done an amazing job with the limited resources available. Don't cut their budget.

Sent from my iPhone

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Approve MINUTES - December 28, 2023 (Special)  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
☐ MINUTES_For_Approval_122823.pdf	Minutes - December 28, 2023 (Special)



**SPECIAL  
MINUTES  
CITY COUNCIL/SUCCESSOR  
AGENCY/PUBLIC FINANCE AUTHORITY  
MEETING AGENDA  
December 28, 2023**

**1. CALL TO ORDER 6:00 PM**

Council Members Present: Horn, Ramirez, Vosburg, Schindler, Hedgecock

Others Present: City Manager Marissa Trejo

Council Members Absent: None

Others Absent: City Attorney Mario Zamora, Assistant City Manager Sean Brewer, Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Administrative Analyst Mercedes Garcia (via Zoom), Fire Chief Greg DuPuis, Public Works and Utilities Coordinator Larry Miller and City Clerk Shannon Jensen

Changes to the Agenda: City Manager Marissa Trejo announced the following changes to the Agenda:  
  
None

*Motion by Vosburg, Second by Horn to Approve the Agenda for the Special meeting of December 28, 2023.  
Motion **Approved** by 5/0 Roll-Call Majority Vote.*

**2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS**

None

**3. CITIZEN COMMENTS**

*The following individual(s) spoke under Citizen Comments:*

None

*The following individual(s) submitted written comment(s):*

None

**4. PUBLIC HEARINGS**

None

**5. CONSENT CALENDAR**

None

**6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

None

**7. ANNOUNCEMENTS**

City Manager's Announcements:

None

Council Member's Announcements:

None

Mayor's Announcements:

None

**8. FUTURE AGENDA ITEMS**

**9. CLOSED SESSION**

1. REAL PROPERTY NEGOTIATIONS – Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 150 W. Elm Avenue, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. NEGOTIATING PARTIES: City of Coalinga. UNDER NEGOTIATION: Price and Terms of Payment

**10. CLOSED SESSION REPORT**

None

**11. ADJOURNMENT 6:05 PM**

**APPROVED:**

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James Horn, Mayor

**ATTEST:**

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Shannon Jensen, City Clerk

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January 18, 2024

Date

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Approve MINUTES - January 4, 2024  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	File Name	Description
▣	MINUTES_For_Approval_010424.pdf	Minutes - January 4, 2024

# **MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA JANUARY 4, 2024**

## **1. CALL TO ORDER 6:00 PM**

Council Members Present: Horn, Ramirez, Vosburg, Schindler, Hedgecock

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Administrative Analyst Mercedes Garcia, Fire Chief Greg DuPuis, and City Clerk Shannon Jensen

Council Members Absent: None

Others Absent: Assistant City Manager Sean Brewer and Public Works and Utilities Coordinator Larry Miller

Changes to the Agenda: City Manager Marissa Trejo announced the following changes to the Agenda:  
  
Councilman Vosburg requested Consent Calendar Item No. 5.6 be removed from Consent for Discussion.

*Motion by Hedgecock, Second by Vosburg to Approve the Agenda for the meeting of January 4, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

## **2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS**

None

## **3. CITIZEN COMMENTS**

*The following individual(s) spoke under Citizen Comments:*

Hilda Crawford thanked City Manager Marissa Trejo and all those involved in the City's Annual Christmas Program.

Mary Jones similarly thanked Mrs. Trejo and all those involved in the preparation of the City's Annual Christmas Program.

Mayor Pro-Tem Ramirez requested a Moment of Silence for Dominic Hernandez who passed away on December 15, 2023.

*The following individual(s) submitted written comment(s):*

None

#### **4. PUBLIC HEARINGS**

None

#### **5. CONSENT CALENDAR**

1. Check Register: 11/01/2023 – 11/30/2023
2. Information Only: Airport Update
3. Adopt Resolution No. 4192 Adopting Policy Standards of Accounting and Financial Reporting for Subscription-Based Information Technology Arrangements (SBITAs) in Accordance with Statement No. 96 of the Governmental Accounting Standards Board (GASB)
4. Adopt Resolution No. 4193 and Authorize City Manager to Appoint Water Conservation Analyst to Assist with Administration of the Turf Replacement Program as Stated in Urban Community Drought Relief Grant Award
5. Adopt Resolution No. 4194 Amending the Basic Pay Scale
6. Approve 2023/2027 BSCC Organized Retail Theft Spending Plan

*Councilman Vosburg requested Item No. 5.6 be Pulled from Consent for Discussion during Changes to the Agenda.*

Mary Jones spoke in favor of Council's approval of the Grant and suggested that the City include a disclaimer in the Job Announcement that the funding for the two positions will expire in 2027.

City Manager Marissa Trejo confirmed that pertinent information such as this is always included in the Job Postings. The information is also included on the Employee's Personnel Action Form which they would be required to sign in acknowledgement.

7. Authorize Police Department to Change Vacant Police Officer Position to Police Recruit Position
8. Approve Councilman Vosburg's Appointment to the League of California Cities' Housing, Community and Economic Development Policy Committee for a Term not to Exceed One Year
9. Direct City Manager to Negotiate a Contract with Pleasant Valley State Prison (PVSP) Second Change Dog Program to Bring Back to Council for Consideration and Approval

10. Direct City Manager to Reach out to Fresno County and Supervisor Mendes for an Update on the Status of Repairs to Los Gatos Park
11. Direct City Manager to Reach out to Coalinga Regional Medical Center, Fresno County and Supervisor Mendes regarding Report on Mental Health and Homeless Services Available within City of Coalinga

*Motion by Vosburg, Second by Schindler to **Approve** Consent Calendar Item Nos. 5.1 through 5.5. and 5.7 through 5.11. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

*Motion by Vosburg, Second by Horn to **Approve** Consent Calendar Item No. 5.6 and to bring an item back for in 2 years in order to discuss how the Council can continue to fund the positions that the BSCC Organized Retail Theft Grant are scheduled to fund. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

## **6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

1. Discussion, Direction and Potential Action related to Peddlers Regulations  
**Sean Brewer, Assistant City Manager**

City Manager Marissa Trejo gave a brief overview of the item, stating this was a Future Agenda Item requested by Councilman Vosburg. After discussing further with Councilman Vosburg, Mrs. Trejo suggests permitting folks to leave flyers on doorsteps, however continue to prohibit solicitors to attempt to make contact with the resident unless they have gone through the proper steps and have received the City's prior authorization to do so.

*Motion by Vosburg, Second by Horn to **Approve** Staff to make the necessary changes and bring back a draft Ordinance for Council's consideration and approval. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

## **7. ANNOUNCEMENTS**

### City Manager's Announcements:

None

### Council Member's Announcements:

Councilman Vosburg spoke on behalf of Scott Netherton from the Chamber of Commerce. The 114th Annual Community Service Awards Gala will be held on Saturday, February 3, 2024 at Harris Ranch Inn & Restaurant Resort. The number of tickets are limited.

Mayor Pro-Tem Ramirez wished everyone a Happy New Year.

### Mayor's Announcements:

Mayor Horn announced that he really enjoyed helping play Santa this year during the City's Annual Christmas Program.

The next regularly scheduled City Council meeting will be held on January 18, 2024.

## **8. FUTURE AGENDA ITEMS**

Mayor Pro-Tem Ramirez requested a Future Agenda Item for a Stop Sign to be placed at the intersection of Glenn Avenue and 2nd Street for the North/South traffic (leaving 2nd Street open for through traffic).

Mayor Pro-Tem Ramirez requested a Future Agenda Item for the removal of the tree stumps near the Los Gatos Creek Bridge off of Elm and Phelps Avenues.

**9. CLOSED SESSION**

1. CITY MANAGER'S PERFORMANCE EVALUATION – Government Code 54957(b)
2. REAL PROPERTY NEGOTIATIONS – Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 150 W. Elm Avenue, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. NEGOTIATING PARTIES: City of Coalinga. UNDER NEGOTIATION: Price and Terms of Payment
3. CITY ATTORNEY'S PERFORMANCE EVALUATION – Government Code 54957(b)

**10. CLOSED SESSION REPORT**

None

**11. ADJOURNMENT 6:56 PM**

**APPROVED:**

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James Horn, Mayor

**ATTEST:**

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Shannon Jensen, City Clerk

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January 18, 2024

Date



# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Adopt Resolution No. 4195 Approving Lease-Purchase Contract for Purpose of Financing Police Pursuit Vehicles and Upfitting  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Young, Police Commander

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## I. RECOMMENDATION:

Staff is requesting approval of Resolution No. 4195, approving Police Department financing of 2 patrol vehicles from Cameron Country Dodge.

## II. BACKGROUND:

The council approved the purchase of these two vehicles at the council meeting on December 7, 2023, however the financing company is now requesting a Resolution accompany the executed Lease-Purchase Agreement.

## III. DISCUSSION:

The vehicles will be financed for a 3-year period for an amount of \$51,639.08, with the first payment beginning January 19, 2025, and the final payment being made on January 19, 2027. As stated in the December 7, 2023 staff report, the Police Department's annual COPS Grant will be used to make this purchase.

## IV. ALTERNATIVES:

The council may choose to deny the approval of Resolution No. 4195 and the Police Department will stop the purchasing process for the two patrol vehicles.

## V. FISCAL IMPACT:

There will be no impact to the general fund for the purchase of the patrol vehicles. The vehicles will be financed for a 3-year period for an amount of \$51,639.08, with the first payment beginning January 19, 2025, and the final payment being made on January 19, 2027. The Police Department's annual COPS Grant will be utilized for the purchase.

## ATTACHMENTS:

File Name	Description
 RESO#4195_Approving_Lease-Purchase_Contract_for_Police_Pursuit_Vehicles_011824.docx	Resolution No 4195
 Docs_(LPA)_#10575_(rev_1-9).pdf	Lease-Purchase Agreement

RESOLUTION NO. 4195

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING A LEASE-PURCHASE CONTRACT FOR THE PURPOSE OF FINANCING "POLICE PURSUIT VEHICLES AND UPFITTING"**

**WHEREAS** the City of Coalinga (the "Issuer") desires to enter into that certain Lease-Purchase Contract, by and between Issuer and Government Capital Corporation, for the purpose of financing "***Police Pursuit Vehicles and Upfitting***". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA:**

Section 1. That the Issuer enters into a Lease-Purchase Contract with Government Capital Corporation for the purpose of financing "***Police Pursuit Vehicles and Upfitting***".

Section 2. That the Finance Contract by and between the City of Coalinga and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Coalinga will designate the City Manager or the City Manager's designee, as an authorized signer of the Lease-Purchase Contract by and between the City of Coalinga and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

The foregoing resolution was approved and adopted a regular meeting of the City Council of the City of Coalinga held on this 18th day of January, 20245, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
James Horn, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Jensen, City Clerk

# CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.10575** (hereafter referred to as "Agreement") dated as of **January 26, 2024** by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Coalinga**, a political subdivision or agency of the State of California (hereinafter referred to as "Lessee").

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

**1. Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the Exhibit B and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

**2. Renewal and Non-Appropriation.** Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B and use its best efforts and take all steps to cause such appropriations to be made. In the event that **(i)** funds for the succeeding fiscal period cannot be obtained, **(ii)** Lessee has exhausted all legally available means for making payment called for under this Agreement, **(iii)** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, **(iv)** such failure to obtain funds has not resulted from any act or failure to act of Lessee, **(v)** Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those the Property or which provide similar benefits to Lessee, and **(vi)** no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

**3. Taxes.** In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

**4. Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

**(a)** Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

**(b)** All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

**(c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

**(d)** Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

**(e)** Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

**(f)** There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

**(g)** Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

**(h)** No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

**(i)** Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



**5. Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule, or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

**6. Maintenance.** Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses, and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

**7. Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications, or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

**8. Liens.** Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

**9. Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

**10. Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured, or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days' notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

**11. Lessee Gross Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

**12. No Warranty.** ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with the Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor, and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

**13. Option to Purchase.** Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

**14. Default and Lessor's Remedies.**

**(a)** The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits, or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

**(b)** Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, subject to Section 2 hereof, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect those amounts due hereunder as lease payments for the fiscal year in which the default occurs or, in the event of a default continuing from one fiscal year into a subsequent fiscal year(s), to immediately collect as due the lease payments for each year(s) of the continuing default. Under no circumstance shall Lessor, upon default by Lessee, accelerate or collect as due any future annual lease payments for future years remaining, if any, under this Agreement. Require Lessee to perform its other obligations hereunder in which event Lessee shall be liable for those costs and expenses reasonably incurred by Lessor in securing Lessee's performance of this Agreement.

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand or notice to Lessee of Lessor's intention to do so or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of **(i)** the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), **(ii)** the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and **(iii)** any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

**15. Termination.** Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has, or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

**16. Assignment.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title, and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

**17. Personal Property.** The Property is and shall at all times be and remain personal property.

**18. Title.** Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

**19. Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

**20. Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

**21. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

**22. Security Interest.** As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds there from, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge, and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security Interest herein above granted to Lessor.

**23. Tax Exemption.** Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2024. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax-exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax-exempt obligations.

**24. Continuing Disclosure.** Specifically, and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures, and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**25. Miscellaneous.**

**(a)** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property, and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

**(b)** Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

**(c)** Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

**(d)** This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

**(e)** This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered, or changed in any respect except by a written document signed by both Lessor and Lessee.

**(f)** Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**(g)** The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

**(h)** All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

**(i)** Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

**(j)** The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**(k)** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2024.

**Lessor:** Government Capital Corporation

\_\_\_\_\_  
Authorized Signature  
345 Miron Dr.  
Southlake, TX 76092

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Lessee:** City of Coalinga

\_\_\_\_\_  
Marissa Trejo, City Manager  
155 West Durian  
Coalinga, CA 93210

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



## EXHIBIT A DESCRIPTION OF PROPERTY

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.10575 (THE "AGREEMENT")  
BY AND BETWEEN  
**Lessor**, Government Capital Corporation and **Lessee**, City of Coalinga  
Dated as of January 26, 2024

QTY	DESCRIPTION
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### POLICE UNITS as follows:

Two (2)	2023 Dodge Charger (LDDE48) Police RWD with Upfitting
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#### CONSOLE/MDT

- VEHICLE-SPECIFIC 17" ANGLED CONSOLE FOR 2021 2023 DODGE CHARGE POLICE
- 1-PIECE EQUIPMENT MOUNTING BRACKET; 3" MOUNTING SPACE; FITS KENWOOD KCH-20R REMOTE RADIO
- 1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNNTA; MPC03
- 1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNNTA; MPC03
- ARMREST FOR TOP MOUNT CONSOLE LARGE PAD
- SELF-ADJUSTING DOUBLE CUP HOLDER
- BLACK PADDLE TYPE ROCKER SWITCH; LED PILOT LIGHT; 20 AMPS; 12 VOLT; ON/OFF 3 PRONG
- (2) MAGNETIC MIC CLIP WITH SIDE MOUNT BRACKET
- CONSOLE ACCESSORY BRACKET WITH 2 LIGHTER PLUG OUTLETS; 1 USB-C & USB TYPE A DUAL PORT CHARGER AND 2 BLANKS FOR RECTANGULAR ACCESSORIES
- USB-C & USB TYPE A DUAL PORT CHARGER

#### EXTERIOR

- 6 IN. SPOTLIGHT-RH-BLACK HEAD
- INSTALL KIT FOR PSG SIDE SPOTLIGHT-DODGE CHARGER-2010
- 6 IN. SPOTLIGHT-LH-BLACK HEAD
- 2011+ CHARGER Driver Side Installation Kit
- LR SERIES PUSH BUMPER; 2-LIGHT WHELEN ION-INCLUDES LIGHT MASK WIRE COVERS & INTERSECTION LIGHT BRACKETS AND TRANSFER KIT-LIGHTS NOT INCLUDED - STEEL; SEMI-GLOSS BLACK; 15-23 DODGE CHARGER PURSUIT

#### EMERGENCY LIGHTING

- 48" DUO LEGACY FULLY POPULATED W/CLEAR LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K\*; SA315U SPEAKER; SAK\*; STPKT\* (2) TRIO ION R/B W/ WHT OVERRIDE  
Mounting Location: LC - PB LIGHT CHANNEL
- TRIO ION R/B W/ WHT OVERRIDE  
Mounting Location: PB145 - DS SIDE 45
- TRIO ION R/B W/ WHT OVERRIDE  
Mounting Location: PB245 - PS SIDE 45
- SINGLE AVENGER II DUO RED/BLU  
Mounting Location: RD1 - REAR DECK - DS
- SINGLE AVENGER II DUO RED/BLU  
Mounting Location: RD2 -REAR DECK - PS
- (2) TRIO ION R/B W/ WHT OVERRIDE  
Mounting Location: LP2 - HORIZONTAL ON BRACKET
- ION LICENSE PLATE BKT HORIZ.
- SA315U SPEAKER BLACK PLASTIC  
Mounting Location: PB - FRONT CENTER
- LEGACY WCX 48" D/E/D/E PROMO; W/TAKEDOWNS AND CLEAR LENSES

#### EMERGENCY LIGHTING – Cont.

- CENCOM CORE WCX CONTROL CENTER
- WECANX 16 OUTPUT EXPANSION MOD
- VEHICLE-TO-VEHICLE SYNC MODULE
- SURFACE MT LINZ V-SERIES RED
- SURFACE MT LINZ V-SERIES BLUE
- LINSV MIRROR MT KIT CHARGER
- OBDII CANPORT KIT DODGE
- SA-315 SIREN MOUNT KIT CHARGER
- LIGHTBAR STRAP KIT # 82

#### OTHER

- PLACEHOLDER - GUN LOCKS
- POWER DISTRIBUTION KIT
- PAINT: DOOR 4 & ROOF
- WIRING HARNESS
- PROGRAMMING

#### PRISONER TRANSPORT EQUIPMENT

- 2015-23 CHARGER DRIVER AND PASSENGER SIDE POLYCARBONATE WINDOW GUARDS
- US SIZE; RECESSED PANEL; SLIDING WINDOW; SQUARE-HOLE PUNCHED CRAWL-THRU PREVENTION BRACKET
- DUAL WEAPON MOUNT WITH ADJUSTABILITY AND NO ACCESS TO WEAPON LOCK WIRES. WEAPON LOCKS SOLD SEPARATELY
- 2015-23 CHARGER STANDARD PARTITION MOUNTING KIT DRILLING REQUIRED
- 2015-23 CHARGER FLAT KICK PANEL W/FOOT POCKETS
- 2015-23 DODGE CHARGER DRIVER AND PASSENGER SIDE DOOR PANEL SET

#### STORAGE

- 2015-23 CHARGER 4-PC. HT. ADJ.
- MOUNTING BRACKETS FOR AC-TRAY-38 FULL-SIZE TRAY
- SEDAN TRUNK FULL-WIDTH ELECTRONICS TRAY. MOUNTING SURFACE: 35.4" W X 19.4" L

#### PROPERTY LOCATION:

Coalinga Police Department  
270 N. 6th St  
Coalinga, CA 93210

## EXHIBIT B

### >> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No. 10575  
(THE "AGREEMENT")  
BY AND BETWEEN

**Lessor:** Government Capital Corporation and **Lessee:** City of Coalinga

Schedule dated as of January 26, 2024

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	1/26/2025	\$51,639.08	\$8,877.67	\$42,761.41	\$95,746.82
2	1/26/2026	\$51,639.08	\$6,102.46	\$45,536.62	\$49,086.57
3	1/26/2027	\$51,639.08	\$3,147.11	\$48,491.97	\$1.00
<b>Grand Totals</b>		\$154,917.24	\$18,127.24	\$136,790.00	

Interest Rate: 6.49%

\*\*\*\*This Schedule is subject to current Market Indexing if closing occurs after the above Date\*\*\*\*

Accepted By Lessee: \_\_\_\_\_  
Marissa Trejo, City Manager

# INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.10575 (THE "AGREEMENT")

BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Coalinga

Dated as of January 26, 2024

I, Shannon Jensen, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Coalinga, a political subdivision or agency duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain California Municipal Lease-Purchase Agreement dated as of, January 26, 2024 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Marissa Trejo	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Shannon Jensen, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance:**

INSURANCE COMPANY/AGENT'S:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**INSURANCE AGENT'S EMAIL ADDRESS:** \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

I, Marissa Trejo, City Manager, of City of Coalinga ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of January 26, 2024, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

**PRIMARY USE** \_\_\_\_\_

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient, and economic operation.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**By Lessee:**

\_\_\_\_\_  
Marissa Trejo, City Manager

**For Lessee:** City of Coalinga

***[to be retyped on letterhead of lessee's counsel]***

Government Capital Corporation  
Attention Documentation Department  
345 Miron Drive  
Southlake, TX 76092

RE: California Municipal Lease-Purchase Agreement No.10575.

Dear Lessor,

I have acted as Counsel to City of Coalinga, with respect to that certain Lease Purchase Agreement No.10575, by and between Government Capital Corporation as Lessor and City of Coalinga as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of California with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee;
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

## RESOLUTION

### A RESOLUTION REGARDING A CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING "**POLICE UNITS AND UPFITTING**".

WHEREAS, the City of Coalinga desires to enter into that certain California Municipal Lease-Purchase Agreement dated as of January 26, 2024, by and between City of Coalinga and Government Capital Corporation, for the purpose of financing "**Police Units and Upfitting**". The City desires to designate this Agreement as a "qualified tax-exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate the City Manager or the City Manager's designee as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY OF COALINGA:

Section 1. That the City enters into a Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing "**Police Units and Upfitting**".

Section 2. That the Lease Purchase Agreement dated as of January 26, 2024, by and between the City of Coalinga and Government Capital Corporation is designated by the City as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City will designate the City Manager or the City Manager's designee, as an authorized signer of the Lease Purchase Agreement Number 10575 dated as of January 26, 2024, by and between the City of Coalinga and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Agreement.

Section 4. That the City will use finance agreement proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member \_\_\_\_\_,  
seconded by Board Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is  
effective this \_\_\_\_\_, 2024.

**Lessee:** City of Coalinga

Witness Signature

\_\_\_\_\_  
Mayor or Mayor Pro-Tem

\_\_\_\_\_  
City Clerk

# ESCROW AGREEMENT

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.10575** (THE "AGREEMENT")

BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Coalinga

TAX ID #94-6000312

Dated as of January 26, 2024

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of January 26, 2024 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), City of Coalinga ("Lessee") and \_\_\_\_\_ ("Agent").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain California Municipal Lease-Purchase Agreement dated as of January 26, 2024 (the "Lease"), pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.

2. Lessor has delivered to Agent the sum of \$136,290.00 ("Escrow Amount") for deposit by Agent in the City of Coalinga Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.

3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.

4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof. Agent will be entitled to sell or redeem any such investments as necessary to make any distributions required under this Agreement and shall not be liable for any loss resulting from such sale or redemption. In the absence of written investment direction from the Lessor, the Agent shall invest and reinvest the amounts in the Fund in Money Market Mutual Funds registered under the Investment Act of 1940.

5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property (as confirmed in writing by the Lessor to the Escrow Agent), this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on January 26, 2025 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.

6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof to Agent.

7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee. Upon the effective date of any resignation, the Escrow Agent shall deliver all cash and other property in the Fund to a successor escrow agent designated by Lessor, and if no successor has been appointed, shall deliver all such cash and other property to the Lessor and all obligations of the Escrow Agent shall cease.

8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.

9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon. Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without gross negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion or instructions of such counsel. The Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its gross negligence or willful misconduct. The Lessor and Lessee jointly and severally agree to indemnify and save Agent harmless from all losses, costs, liabilities, actual damages, fees, and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the gross negligence or willful misconduct of Agent.

10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

11. This Agreement may be amended by written agreement executed by all the parties. Lessor may assign its rights and/or obligations at any time with written notice thereof to the other parties hereto.

12. This Agreement may be executed in several counterparts, each of which shall be an original. The parties hereto agree the transactions described herein may be conducted and related documents may be stored by electronic means.

13. Agent shall be entitled to fees and expenses for its regular services as Agent as set forth in its fee letter delivered to the Lessor and Lessee. Additionally, Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. Agent shall have a first lien upon all amounts in the Fund for the purposes of paying its fees and expenses. All of the Escrow Agent's compensation, costs and expenses shall be paid by the Lessee unless agreed to by Lessor.

14. In the event of any disagreement between the undersigned or any other person, resulting in adverse claims and demands being made on the Fund, the Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Agent shall not be or become liable to the undersigned for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Agent shall have been notified thereof in writing, signed by all the interested parties.

15. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessor for credit to Lessee subject to the terms of this Agreement. The Lessor and Lessee agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

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

LESSOR: Government Capital Corporation

BY: \_\_\_\_\_  
Authorized Signer

LESSEE: City of Coalinga

BY: \_\_\_\_\_  
Marissa Trejo, City Manager

AGENT: \_\_\_\_\_

BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title

## Escrow Disbursement Request Form – Instruction Sheet

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**\*\*\* THE FOLLOWING FORM IS TO PAY YOUR VENDOR FROM THE ESCROW ACCOUNT\*\*\***

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can e-mail the Disbursement Form to [Docdept@govcap.com](mailto:Docdept@govcap.com)

***WHEN YOU ARE READY TO PAY YOUR VENDOR***, PLEASE FOLLOW THE ABOVE PROCEDURES, AND EMAIL FORMS TO:

Government Capital Corporation  
Attn.: Doc. Dept.  
345 Miron Drive  
Southlake, TX 76092  
Phone: 817-421-5400  
[docdept@govcap.com](mailto:docdept@govcap.com)

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## ESCROW AGREEMENT – SCHEDULE 1

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.10575 (THE "AGREEMENT")

BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Coalinga

Dated as of January 26, 2024

### ESCROW DISBURSEMENT REQUEST FORM

\_\_\_\_\_, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of January 26, 2024 ("Escrow Date") by and among the Agent, Government Capital Corporation as Lessor and City of Coalinga as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: (Include W-9) \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF PROPERTY: \_\_\_\_\_

INVOICE # \_\_\_\_\_ DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check \*\*\*

\_\_\_\_\_ Regular Mail Check

\_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_

Wire Instructions: \_\_\_\_\_

**\*\*\*Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.**

With respect to such requisition, the parties (i) certify they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, (ii) agree to indemnify and hold harmless the Agent from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agree they will not seek recourse from the Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

**Lessee:** City of Coalinga

By: \_\_\_\_\_  
Marissa Trejo, City Manager

**Lessor:** Government Capital Corporation or its Assigns

By: \_\_\_\_\_  
Authorized Signer

### ACCEPTANCE CERTIFICATE

City of Coalinga as Lessee under that certain California Municipal Lease-Purchase Agreement dated as of January 26, 2024 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date of Property/Services Acceptance: \_\_\_\_\_, 2024.

By Lessee:

\_\_\_\_\_  
Marissa Trejo, City Manager

For Lessee: City of Coalinga

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**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									
				-					

## 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 ►	Date ►
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## 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](http://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.*

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ☐

<b>1</b> Issuer's name <u>City of Coalinga</u>		<b>2</b> Issuer's employer identification number (EIN) <u>94-6000312</u>
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Shannon Jensen, City Clerk</u>		<b>3b</b> Telephone number of other person shown on 3a <u>559-935-1525</u>
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) <u>155 West Durian</u>	Room/suite	<b>5</b> Report number (For IRS Use Only) <u>3</u>
<b>6</b> City, town, or post office, state, and ZIP code <u>Coalinga, CA 93210</u>		<b>7</b> Date of issue <u>January 26, 2024</u>
<b>8</b> Name of issue <u>CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No. 10575</u>		<b>9</b> CUSIP number <u>None</u>
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Marissa Trejo, City Manager</u>		<b>10b</b> Telephone number of officer or other employee shown on 10a <u>559-935-1525</u>

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

<b>11</b> Education . . . . .	<b>11</b>	
<b>12</b> Health and hospital . . . . .	<b>12</b>	
<b>13</b> Transportation . . . . .	<b>13</b>	
<b>14</b> Public safety . . . . .	<b>14</b>	<u>\$136,790.00</u>
<b>15</b> Environment (including sewage bonds) . . . . .	<b>15</b>	
<b>16</b> Housing . . . . .	<b>16</b>	
<b>17</b> Utilities . . . . .	<b>17</b>	
<b>18</b> Other. Describe ►	<b>18</b>	
<b>19a</b> If bonds are TANs or RANs, check only box 19a . . . . . <input type="checkbox"/>		
<b>b</b> If bonds are BANs, check only box 19b . . . . . <input type="checkbox"/>		
<b>20</b> If bonds are in the form of a lease or installment sale, check box . . . . . <input checked="" type="checkbox"/>		

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	<u>1/26/2027</u>	<u>\$ 136,790.00</u>	<u>\$ N/A</u>	<u>2.0419</u> years	<u>6.49 %</u>

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b>	<u>N/A</u>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b>	<u>\$136,790.00</u>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b>	<u>\$500.00</u>
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b>	<u>N/A</u>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b>	<u>N/A</u>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b>	<u>N/A</u>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b>	<u>N/A</u>
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b>	<u>\$500.00</u>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b>	<u>\$136,290.00</u>

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	<u>N/A</u>	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	<u>N/A</u>	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	<u>N/A</u>	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ► _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ► _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ► _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .	►	<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .	►	<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ► _____		
<b>c</b>	Type of hedge ► _____		
<b>d</b>	Term of hedge ► _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .	►	<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .	►	<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .	►	<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► _____		
<b>b</b>	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Signature of issuer's authorized representative	_____ Date	► <u>Marissa Trejo, City Manager</u> Type or print name and title
--	---------------	--

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Annual Review of City of Coalinga Council Rules of Procedure  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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## I. RECOMMENDATION:

There is no staff recommendation.

This item was requested as a Future Agenda Item by Councilman Horn to be brought back annually, in or around each January, for review.

## II. BACKGROUND:

The City of Coalinga Council Rules of Procedure is often referred to as the "Council Code of Conduct."

## III. DISCUSSION:

Councilman Horn requested the Council review the attached Rules of Procedures annually. They are attached for Council review.

If any Council Member wishes to discuss the Rules of Procedure or make changes, this item should be pulled and discussed. Otherwise, Council should read and familiarize themselves with the attachment prior to the meeting.

## IV. ALTERNATIVES:

None.

## V. FISCAL IMPACT:

None.

## ATTACHMENTS:

File Name	Description
Code_of_Conduct_2023_amended_10.19.23.pdf	Council Code of Conduct

# CITY OF COALINGA-COUNCIL RULES OF PROCEDURE

## Decorum of City Council Members

1. Council Members shall:
  - a. put constituents first at all times;
  - b. treat each other, Staff, and the Public with dignity, courtesy, and respect;
  - c. value all opinions, be tolerant of new and different ideas, and encourage creativity and innovation;
  - d. follow through on commitments and be accountable to each other;
  - e. clarify when items are discussed in confidence and maintain appropriate confidentiality;
  - f. be attentive to others, limiting interruptions and distractions;
  - g. encourage dissent in debate while being mindful not to prolong discourse or block consensus;
  - h. be candid with each other about ideas and feelings, and resolve conflicts directly;
  - i. keep comments clear, concise, and on-topic to maximize opportunities for all to express themselves;
  - j. continuously strive to improve how members work as a team;
  - k. place clear and realistic demands on staff resources and time when requesting action;
  - l. start and end meetings on time, work from an agenda, and be present, attentive, and prepared;
  - m. present problems in a way that promotes discussion and resolution;
  - n. continually work to build trust in each other;
  - o. treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments at all times, including but not limited to Council Meetings, social media, and public events;
  - p. be fair, impartial, and unbiased when voting on quasi-judicial actions;
  - q. move to require the Mayor to enforce these Rules, and the Mayor shall do so upon an affirmative vote of a majority of the Council Members present;
  - r. preserve order and decorum during the meeting;
  - s. not delay or interrupt the proceedings or the peace of the council, nor disturb any Council Member while speaking, by conversation or otherwise;
  - t. prohibit disclosure of confidential communications and authorize public censure for failure to comply;

## CITY OF COALINGA-COUNCIL RULES OF PROCEDURE

- u. support the Rules established by the Council;
- v. abide by these Rules in conducting the business of the City of Coalinga;
- w. value each other's time;
- x. attempt to build consensus on an item through an opportunity for dialogue; but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority;
- y. have the right to dissent from, protest, or comment upon any action of the Council;
- z. respect each other's opportunity to speak and, if necessary, agree to disagree;
- aa. avoid offensive negative comments and shall practice civility and decorum during discussions and debate;
- bb. assist the Mayor's exercise of the affirmative duty to maintain order;
- cc. speak to the City Manager directly on issues and concerns but not give individual direction;
- dd. treat staff professionally and refrain from publicly criticizing individual employees;
- ee. avoid involvement in personnel issues except during Council closed sessions regarding Council-appointed staff such as the City Manager and City Attorney, including hiring, firing, promoting, disciplining, and other personnel matters;
- ff. discuss directly with the City Manager and/or City Attorney any displeasure with a department or Staff;
- gg. request answers to questions on agenda items from the City Manager, City Attorney, City Clerk, City Treasurer, Department Directors, or Division Managers prior to the meeting whenever possible;
- hh. be deemed to have forfeited his or her title to office upon failing to attend four (4) consecutive Regular City Council Meetings without excuse;
- ii. may present via audio, visual, presentation or other means of communications any agenda item requested to be placed on the agenda by that Council Member; and
- jj. disclose conflicts of interest:
  - (i) The Political Reform Act prohibits any public official from making, participating in making, or in any way attempting to use his/her official position to influence a governmental decision in which the public official knows or has reason to know he/she has a financial interest.
  - (ii) A Public Official who holds an office specified in Government Code Section

## CITY OF COALINGA-COUNCIL RULES OF PROCEDURE

87200, and who has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately, prior to the consideration of the matter, do all of the following:

- publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code Section 87100;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters;
- And, the Public Official may speak on the issue during the time the general public speaks on the issue, but not from the dais.

(iii) Public Officials who have a disqualifying conflict of interest shall also comply with the administrative regulations of the Fair Political Practices Commission, as may be amended or adopted, from time to time, for implementing this rule.

kk. direct all contracts to City Manager for signature.

ll. strive to pass balanced budgets in a timely manner.

mm. not submit requests for non-budgeted expenses as those types of agenda items should originate on the City Council agenda from City Staff via the City Manager if it relates to City building maintenance, staffing, personnel, City vehicles, repairs or upgrades.

nn. refrain from interfering in City administrative duties assigned to the City Manager and Department Heads. All requests from City Staff should flow through their supervisors and the City Manager.

oo. not be involved in the day-to-day work of the City Staff and should make sure not to interfere in the maintenance, personnel needs, City structures and Staff requests.

pp. not interfere with the execution by the City Manager of his or her powers or duties. Except for purposes of inquiry, the Council and its members shall deal with the portion of the administrative services for which the City Manager is responsible solely through him or her. Council Members are not allowed to interfere and/or influence the City Manager in making purchases of any materials, supplies or increase in personnel that come from a City Staff Member or department that have not gone through the chain of command and have approval from the City Manager.



## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

- qq. set policy, but it is the City Manager who actually implements the policies. This means it is not the role of the Council Member to supervise City employees on the job or become involved in the day-to-day administration of City affairs such as personnel, building repairs, and maintenance and all requests from City Staff shall go through the City Manager.
- rr. not be authorized to interfere with the City Manager's administration of City government. Council Members may not give orders to Staff, Department Heads or other City employees. To do its job, however, Council may request information from City Staff on how the City is operating, however any actions from those conversations that could impact the budget or disrupt from the City Manager's ability to lead should originate from City Staff and follow their chain of command. This does not stop Council from asking questions to City Staff pertaining to a Future Agenda Item they are working on unrelated to duties of the City Manager.
- ss. understand it is the City Manager who has the power, and it shall be his or her duty, to appoint, discipline and remove all employees of the City under his or her jurisdiction, subject to civil service requirements.
- tt. receive individual emails from the City Clerk monthly outlining each individual Council Member's travel and training budget balance.

### **Decorum of City Staff**

1. City Staff shall:
  - a. prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule;
  - b. be available for questions from Council Members in accordance with the Brown Act prior to and during meetings;
  - c. respond to questions from the public during meetings only when requested to do so by Council Members or the City Manager;
  - d. refrain from arguing with the Public or Council Members;
  - e. switch any electronic equipment such as pagers and cellular telephones to silent, airplane mode or off during Council Meetings;
  - f. remain objective on issues and should not be advocates for issues unless so directed by the City Manager; and
  - g. disclose conflicts of interest:
    - (i) The Political Reform Act prohibits any Staff Member from making, participating in making, or in any way attempting to use his/her official position to influence a governmental decision in which the public official knows or has reason to know he/she has a financial interest.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

(ii) A Staff Member who holds an office specified in Government Code Section 87200, and who has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately, prior to the consideration of the matter, do all of the following:

- publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- recuse himself/herself from discussing the matter, or otherwise acting in violation of Government Code Section 87100;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters;
- And, the Staff Member may speak on the issue during the time the general public speaks on the issue, but not from the dais.

(iii) Staff Members who have a disqualifying conflict of interest shall also comply with the administrative regulations of the Fair Political Practices Commission, as may be amended or adopted, from time to time, for implementing this rule.

### **Decorum of the Public**

1. Any Member of the Public who is a Lobbyist shall identify themselves and the client(s), business, or organization they represent before speaking to the Council.
2. Members of the Public attending Council meetings shall observe the same rules and decorum applicable to the Council Members and staff as noted above.
3. Members of the Public attending Council meetings shall not bring food items into the Council Chambers. Water is okay so long as the container it is in has a closed top.
4. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the Council meeting. Examples of disorderly conduct include, but are not limited to, feet-stamping, whistling, yelling or shouting, organized silent demonstrations, physically threatening conduct, name calling, cursing, and similar demonstrations.
5. The Mayor shall request that a person who is breaching the rules of decorum cease the conduct. If the person does not cease the conduct immediately, the Mayor may declare that person to be in disorder as a result of their conduct and order the

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

person to leave the Council Meeting. The Coalinga Police Department shall assist the Mayor in enforcing the rules of decorum, including removing disorderly persons upon order of the Mayor.

6. Any person who willfully engages in conduct which is designed to or is likely to provoke others to engage in violent or riotous behavior, disturbs the peace of the meeting by loud and unreasonable noise, engages in other disruptive conduct which substantially interferes with the orderly conduct of business before the Council, and who fails, upon request of the Mayor, or representative acting in the capacity of the Mayor, to cease such activity, shall be barred from further attendance at such meeting unless permission to remain and/or address the Council is granted by a majority vote of the Council. A person violating this subsection may be charged with a misdemeanor.

### **Addressing the Council**

1. Purpose of Citizen Comments. During City Council meetings, the City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding matters within the jurisdiction of the City.
  - a. Citizen Comments should not be addressed to individual Council Members not to City Officials, but rather to the Council as a whole regarding City business.
  - b. While Members of the Public may speak their opinions on City business, personal attacks on Council Members and City Officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
  - c. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "Question and Answer" periods or conversations with the Council and City Officials.
  - d. Members of the Public with questions concerning Consent Calendar items may contact the Staff person who provided the report prior to the meeting.
2. Citizens interested in making comments related to a specific agenda item shall complete a Public Comment Card and provide it to the City Clerk prior to the vote on the item they wish to speak on.
3. Speaker time limits. In the interest of facilitating the Council's conduct of City Business, the following time limits apply to Members of the Public (speakers) who wish to address the Council during the meeting.
  - a. Matters within the jurisdiction of the City. Three (3) minutes per speaker.
  - b. Time limits per meeting.
    - (i) Each speaker shall limit his/her remarks to the specified time allotment.
    - (ii) The City Clerk shall consistently utilize the timing system.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

- (iii) In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group, but with no increase in time.
- (iv) Speakers shall not concede any part of their allotted time to another speaker.
- (v) The Mayor, with consensus of Council, may further limit, or expand, the time allotted for public comments per speaker or in total for the orderly conduct of the meeting; such limits shall be fairly applied.

### **Electronic Devices**

1. Members of the Public shall turn their electronic devices that are capable of emitting sound – including cellular telephones, personal data devices, pagers, digital tablets, laptop computers, etc. – to the off or silent mode during Council Meetings.
2. Cameras. Cameras and recording equipment may be used during Council Meetings only if:
  - a. the devices are silent during use; and
  - b. the devices are used in a manner and at locations that do not impede walkways or others views of the meeting or disrupt the conduct of the meeting.

### **Location of Speaker**

1. Members of the Public shall not approach the dais without the express consent of the Mayor.
2. Members of the Public wishing to address the Council must approach the podium when recognized by the Mayor and speak only from the podium.
3. Members of the Public should, but are not required, to state their name and address before beginning comments.

## **MEETING TYPES AND SCHEDULES**

### **Regular Meetings**

1. The Council shall meet the first and third Thursday of each month generally beginning at 6:00 p.m. in the City Hall Council Chambers, 155 W. Durian Ave, Coalinga, California, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the Council.
2. Whenever possible, Special Workshops shall take place in the Council Chambers.
3. All City Council Meetings, Regular or Special, other than Emergency Meetings,

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

including workshops, shall not be scheduled before 5:00 p.m.

### **Adjourned Meetings**

As permitted by law, the Council may adjourn any Regular, Adjourned Regular, Special, or Adjourned Special Meeting to a time and place specified in the motion of adjournment.

Any Regular, Adjourned Regular, Special, or Adjourned Special Meeting of the Council may be adjourned to a time and place specified in the order of the adjournment. Less than a quorum may so adjourn from time to time. If all the members of the Council are absent from a Regular or Adjourned Regular Meeting, the City Clerk or Deputy City Clerk may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally or by mail to each member of the Council, the City Attorney, and to each local newspaper of general circulation and radio or television station requesting notice in writing. Such notice shall be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as set forth in the notice. A copy of the order or notice of an adjournment shall be conspicuously posted on or near the door of the place where the Regular, Adjourned Regular, Special, Adjourned Special Meeting was held within twenty-four (24) hours after the time of the adjournment. When a Regular or Adjourned Regular Meeting is adjourned as provided in this section, the resulting Adjourned Regular Meeting shall be a Regular Meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the Adjourned Meeting is held, it shall be held at the hour specified for Regular Meetings by ordinance, resolution, law, or other rules.

### **Special Meetings**

A Special Meeting of the City Council may be called at any time by the Mayor, Mayor Pro-Tem, or by a majority of the members of the Council by delivering personally or by mail a written notice to each member of the Council, the City Attorney, and to each local newspaper of general circulation and radio or television station requesting notice in writing. Such notice shall be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as set forth in the notice. The call and notice shall set forth the time and place of the Special Meeting and the business to be transacted. No other business shall be considered at such meeting. Such written notice may be dispensed with as to any member who, at or prior to the time the meeting convenes, files with the City Clerk or Deputy City Clerk, a written waiver of the notice. Such waiver may be given by telephone or by telegram. Such written notice may also be dispensed with as to any member who is actually present at the meeting as the time it convenes.

### **Emergency Meetings**

1. In the case of an emergency situation involving matters upon which prompt

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

action is necessary due to the disruption or threatened disruption of public facilities, the legislative body may hold an Emergency Meeting without complying with either the 72-hour or 24-hour notice and posting requirements for Regular and Special Meetings, but shall otherwise comply with the Brown Act procedures generally stated below.

2. Each local newspaper of general circulation and radio or television station that has requested notice of Special Meetings pursuant to the Brown Act, shall be notified by the Mayor of the legislative body, or designee thereof, at least one hour prior to the Emergency Meeting, or in the case of a dire emergency, at or near the time that the Mayor or designee notifies the Council of the Emergency Meeting.
3. This notice shall be given by telephone call to the numbers provided in the most recent request for notification.
4. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the Emergency Meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.
5. During an Emergency Meeting, the legislative body may meet in closed session pursuant to the Brown Act if agreed to by a two-thirds vote of the members present, being not less than four votes of the Council.
6. All Special Meeting requirements in the Brown Act shall be applicable to an Emergency Meeting, with the exception of the 24-hour notice and posting requirement.
7. The minutes of an Emergency Meeting; a list of persons who the Mayor or designee of the Council, notified or attempted to notify; a copy of the roll call vote; and any actions taken at the meeting, shall be posted for a minimum of ten (10) days in a public place as soon after the meeting as possible.

### **Closed Sessions**

1. Closed Sessions generally shall be conducted on the first and third Thursday of every month or during Special Meetings held immediately prior to Regular Meetings.
2. In accordance with the Brown Act, the public may speak regarding any Closed Session item prior to the Closed Session during the Citizen Comments portion of the agenda.
3. All Closed Session information, verbal or written, is privileged and confidential and shall not be shared with any person not at the Closed Session. Any Council Member sharing information in violation of this rule may be subject to censure by

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the Council consistent with the Council's confidentiality policy then in effect.

4. The City Attorney shall report out in open session any reportable actions that were taken by Council and the vote on such actions in accordance with the Brown Act.

### Public Hearings

1. The City Clerk shall set Public Hearing dates on all matters that require a notice and Public Hearing before the Council, such as matters received from the planning division and appeals to the Council.
2. Public Hearings will not be withdrawn or continued without the full knowledge and concurrence of the Council Members within whose districts/jurisdiction the issue resides.
3. The Council may refuse to grant a continuance of any Public Hearing unless there is a valid legal reason why the Public Hearing must be continued.
4. Continuances.
  - a. Any person (applicant, appellant, or designated representative) scheduled for a Public Hearing before the Council:
    - (i) may obtain one continuance for a period not to exceed the second Regular Meeting after the original scheduled Public Hearing date, as a matter of right, without personally appearing before the Council on the scheduled hearing date, provided a written request for the continuance must be delivered to the City Clerk by noon on the day prior to the scheduled Public Hearing. Any person, who has once obtained a continuance by any procedure, may not obtain a subsequent continuance by notifying the City Clerk as provided in this Rule 6.F.a(i).
    - (ii) who wants to obtain a continuance of the Public Hearing beyond the second Regular Meeting after the original scheduled Public Hearing date, or has not notified the City Clerk as provided in Rule 6.F.4.a(i), may obtain a continuance only by appearing before the Council at the time the original Public Hearing is scheduled and requesting a continuance. This continuance is not a matter of right and will not be granted unless the Council is satisfied that good cause exists for the continuance and that a substantial number of people will not be inconvenienced by such continuance.
    - (iii) who has once obtained a continuance of a Public Hearing either by notice to the City Clerk per Rule 6.F.4.a(i) or by personal appearance per Rule 6.F.4.a(ii), may obtain a further continuance only by appearing before the Council at the scheduled Public Hearing and satisfying the Council that extraordinary circumstances exist that



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would justify this second continuance.

- (iv) who has twice obtained a continuance of a Public Hearing, may obtain an additional continuance only by appearing before the Council at the scheduled hearing and satisfying the Council that a miscarriage of justice would result from the refusal of the Council to grant a continuance.
- b. City Staff may request and upon Council's approval obtain a continuance based on the need of the originating department or on behalf of a Council Member. Department staff may request, via the City Clerk, as many continuances as needed to complete and ready the project or appeal for the Public Hearing process; however, Staff may not serve as a requestor on behalf of an applicant or appellant.
- c. Any organized group of residents or neighborhood associations, not recognized as an applicant or appellant, may contact their Council Member and request a continuance as needed to complete and ready the project or appeal for the hearing process. The Council Member, in his or her sole discretion, may request the Council approve the continuance for good cause.
- d. At the meeting when the Public Hearing is scheduled, but before the hearing starts, any Council Member may request the Council approve a continuance.
- e. Disputes regarding the length of a continuance will be decided by the Council at the scheduled hearing if City Staff or the City Clerk cannot obtain mutual agreement between the parties beforehand.

## **MEETING AGENDAS**

### **Requirements for Agenda Item Submission**

1. The City Manager and City Clerk shall develop the agenda for Council Meetings in consultation with the Mayor and Mayor Pro-Tem.
2. Council Members may submit items for inclusion on a future agenda by submitting the request via email within ten (10) days of the next finalized agenda via email or written notice.
3. Council Members may submit staff reports or descriptions of oral reports to the City Clerk and or the City Manager for placement on the agenda.
4. Department directors, subject to the discretion of the City Manager, may submit staff reports or descriptions of oral reports to the City Clerk for placement on the agenda.
5. Outside agencies may submit agenda items in accordance with the following:



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- a. Items from outside agencies must be sponsored for agenda placement by Council Members or department Staff; and
  - b. All agenda items must be submitted in accordance with the agenda packet submission and preparation requirements.
6. All Items placed on a City Council agenda, including all exhibits and attachments, shall be reviewed and approved by the City Attorney prior to finalizing the agenda.

### **Declaration of Policy**

1. No ordinance, resolution, motion, or item of business shall be introduced or acted upon at a meeting of a legislative body of the City without it appearing on a duly noticed and posted agenda in accordance with the Brown Act. Exceptions to this rule are limited to those provided by state law.
2. No ordinance, resolution, motion, or item of business will be considered that:
  - a. does not affect the conduct of the business of the City of Coalinga or its powers or duties as a municipal corporation, or
  - b. supports or disapproves of any legislation or action
    - (i) of the State of California;
    - (ii) of the Congress of the United States; or
    - (iii) before any officer or agency of the state or nation,unless the proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers or duties of the City of Coalinga or its officers or employees.
  - c. Rule 7.B.2 may be invoked only before Public Comment or Council deliberation on the matter and by three affirmative votes on the question: "Shall the Council consider this matter?"

### **Procedures for Submission of Reports**

1. A written staff report should be prepared and submitted for agenda review in accordance with the agenda review procedure.
2. Staff reports shall include a section reflecting review by the City Attorney as appropriate.
3. "Continued" items do not require a new staff report if there are no changes other than the agenda date. If there is any other change, a new staff report meeting all applicable requirements must be submitted.
4. Staff reports shall contain the name of the staff member or department head putting the item on the agenda.
5. Staff reports shall include any fiscal information as it relates to the City budget or

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spending or saving money.

### **Written Communications from the City and the Public**

1. The City Clerk, City Manager, and or City Attorney shall manage communications to Council Members regarding meeting topics to ensure compliance with the Brown Act.
  - a. Except for records exempt from disclosure under the California Public Records Act and otherwise by law, agendas or any other writings distributed to all or a majority of the Council Members for discussion or consideration at a Public Meeting are disclosable to the public, and shall be made available upon request without delay.
  - b. Materials distributed to the Council Members during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the City or a Council Member, or at the conclusion of the meeting if prepared by another person.
2. Interested parties or their authorized representatives may address the Council by written communications regarding anything within the jurisdiction of the City. Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record, however they will not be read..
  - a. Written communications received by the City Clerk prior to posting of the agenda will be included in the agenda packet material. Written communications received by the City Clerk after that deadline will be delivered to the Council Members at the Council Meeting if related to an item on the meeting agenda.
  - b. Documents (10 copies recommended) that members of the public submit to the City Council at the meeting shall be given directly to the City Clerk for distribution and shall not be given directly to the Council. The documents will be made available to the public.

### **Preparation of the Agenda Packet**

1. No later than 6:00 p.m. on the Monday prior to each regularly scheduled meeting, the City Clerk shall finalize the agenda packet.
2. Agenda Packet Contents.
  - a. The agenda packet shall include the agenda, the staff reports, draft resolutions and ordinances, contract, and other attachments. Items noted as “To Be Delivered” on the agenda will be delivered prior to the start of the Council Meeting and published to the City’s website no later than the following day. No item shall be required to be considered by the Council if the applicable written material is not delivered to the Council before the agenda item is discussed and

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

made available to the public at the same time.

- b. Corrections or supplements to a staff report or other written materials already included in the agenda packet may be delivered separately.
- c. All agreements on the agenda shall be available for review by the Council and the Public prior to the meeting, or at the meeting location during the meeting, unless determined otherwise by the City Attorney.

### **Distribution of the Packet**

1. The City Clerk shall distribute the agenda packet to the Council Members and persons requesting copies of the agenda packet no later than Monday at 6:00 p.m. prior to the regularly scheduled meeting.
2. Paper or electronic copies of the agenda packet shall be available for the news media and other such organizations, agencies, institutions, or persons who so subscribe.

### **Posting of Agenda**

1. The City Clerk shall post the agenda of each Regular or Adjourned Regular Meetings of the legislative body at least 72 hours in advance of the meeting in a location that is freely accessible to members of the public as required by the Brown Act.
2. The City Clerk shall maintain an affidavit indicating the location, date, and time of posting each agenda.
3. Agendas will generally be published to the City's website by the end of business on the Monday before Regular Meetings.
4. Staff reports including attachments, exhibits, and agreements will generally be published to the City's website by end of business on the Monday before Regular Meetings.
5. If technical difficulties occur, the agenda and reports will be published on the City's website as soon as those difficulties are resolved.

### **Failure to Meet Agenda Deadlines**

1. The City Clerk shall not, without the consent of the City Manager or City Attorney, accept any agenda item or revised agenda item after the deadlines established and noted in these Rules.

### **Exceptions to the Agenda Requirement**

1. Matters not included on the published agenda may be discussed and acted upon by the legislative body only in the following situations:
  - a. at a meeting during which a majority of the Council Members determine in open

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

- session that the matter in question constitutes an “emergency”; or
- b. Upon a determination by two-thirds of the Council Members, or if less than two-thirds are present by unanimous vote of the Council Members present, that:
    - (i) there is a need to take immediate action; and
    - (ii) the need for action came to the attention of the City after the agenda had been posted; or
  - c. the item was posted for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

### **Types of Agenda Items**

1. Closed Sessions – confidential discussions with the legislative body as permitted by the Brown Act.
2. Ceremonial Matters – the presentation and receipt of ceremonial resolutions and celebrations not requiring formal legislative body action.
3. Administrative Matters – consent items making clerical corrections to previous legislative documents and to ensure accurate legislative history.
4. Consent Calendar – considered one item, consisting of informational items, matters routine in nature or only requiring a yes or no response without formal discussion and not likely to be subject to debate or inquiry by the Council Members or the public; typically adopted in one motion.
5. Public Hearings – duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the Council.
6. New Business – non-routine items requiring an oral presentation and discussion before action is taken.
7. Information Items – items when staff is required by federal or state law or city code to inform Council of an issue when authority has been delegated to a person, position, board, or commission.
8. Public Comment – oral communications from the public regarding matters within the subject matter jurisdiction of the City.
9. City Council Reports and Requests:
  - a. Brief oral or written reports summarizing meeting or conference attendance at City expense, as required by AB 12349;
  - b. Requests that City Manager or Staff report on various issues;
  - c. Requests to place items on a future Council Meeting agenda must be approved (consensus by Council must be received);

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- d. Reports on district and citywide activities or news.

### Ordinances and Non-Binding Resolutions

1. Ordinances on the agenda may be passed for publication or adopted in accordance with established procedures.
2. Ordinance changes during the review and adoption process.
  - a. The text of an ordinance receiving the necessary votes to bring the matter to Council shall be the text that is included in the published agenda as pass-for-publication.
  - b. The text of an ordinance passed for publication shall be the text that is included in the published agenda for the meeting at which the adoption of the ordinance is discussed.
  - c. Notwithstanding subsections a, b, and c, typographical and clerical errors may be corrected at any time during the ordinance review and adoption process.
  - d. If a Staff Member intends to make a substantive (i.e., anything not typographical or clerical) change to an ordinance after it is included in a published agenda, at or before the time the ordinance adoption item is called on the agenda the Staff Member shall distribute sufficient written copies of the proposed change so that all other members, the Council Members, relevant City Staff, and the public audience have copies.
  - e. Consideration of a proposed substantive change from the ordinance text that was included in the published agenda shall be continued until the next Regular Council Meeting unless another meeting date is approved by Council.
  - f. If the Council's motion to adopt an ordinance includes a change to the ordinance text from that published in the agenda, prior to the vote the City Attorney or City Clerk shall repeat verbatim the proposed change or otherwise indicate the change is reflected in the circulated written copy of the change.

## CONDUCT OF MEETING

### Call to Order – Mayor

1. The Mayor, or in the Mayor's absence the Mayor Pro-Tem, shall take the chair at the hour appointed for the meeting and shall immediately call the meeting of the Council to order.
2. In the absence of the Mayor and Mayor Pro-Tem, the City Clerk shall call the meeting to order and a Mayor *Pro-Tempore* shall be appointed from the members present.
3. Upon the arrival of the Mayor, the Mayor Pro-Tem or Mayor Pro-Tempore shall immediately relinquish the chair at the conclusion of the business then before the

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

Council.

4. Call to Order includes Pledge of Allegiance, Changes to the Agenda, and Council's Approval of Agenda.

### **Roll Call / Attendance**

1. A majority of the members of the Council then in office and present within the City limits of Coalinga shall constitute a quorum.
2. Before the Council proceeds with the business before it, the City Clerk shall call the roll and note the Council Members present for the minutes. The late arrival of Council Members shall be entered into the minutes.
3. A Council Member shall be considered present at a meeting if the member either is physically in the Council Chambers or is participating in the meeting through teleconference in accordance with the Brown Act. Meeting attendance of Council Members through teleconference will be permitted on a case-by-case basis, determined by the majority of Council.
4. Council Members attending a council meeting through a teleconference are counted when determining a quorum.
5. Council Members must be physically present at the Council Chamber dais or teleconference location to vote. Proxy or absentee voting is not permitted.

### **Order of Discussion**

The order of business is typically carried out as listed on the agenda or as set out below; however, the Mayor, Mayor Pro-Tem and or City Manager may request the items, unless Council Members object.

Council Members may request items be reordered by motion.

1. Awards, Presentations, Appointments and Proclamations.
  - a. Ceremonial presentations, proclamations, or recognition shall be presented by Department Heads, City Manager, or the requesting Council Member.
2. Citizen Comments will be held at the beginning of the meeting.
3. Public Hearings.
  - a. The order of Public Hearings will generally be as follows:
    - (i) Open Public Hearing
    - (ii) Staff comments, information, and reports, followed by Council Member questions.
    - (iii) Proponent, if applicable, speaks, followed by Council Member questions.
    - (iv) Opponent, if applicable, speaks, followed by Council Member questions.

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- (v) If the Public Hearing is on an appeal that does not require Council *de novo* review, then the appellant (opponent) speaks before the applicant (proponent) in accordance with the allotted time.
    - (vi) Public Comments.
    - (vii) If the Public Hearing is a *de novo* review appeal, the applicant speaks in rebuttal, but if not a *de novo* review appeal, the appellant speaks in rebuttal.
    - (viii) Closure of Public Comment.
    - (ix) Further Council Member discussion.
    - (x) Motion to close Public Hearing and take action. See Rule 6.F regarding continuances.
  - b. The Mayor may direct speakers to avoid repetition in order to permit maximum information to be provided the Council within the time allotted to the hearing.
4. Consent Calendar
- a. Consent Calendar items removed for discussion.
    - (i) Council Members or the City Manager may request that an item be removed from the Consent Calendar for separate consideration.
    - (ii) Members of the Public wishing to have an item removed from the Consent Calendar for separate consideration may make a request to a Council Member or the City Manager prior to the beginning of council meeting.
  - b. All matters remaining on the Consent Calendar shall be approved by a single action, such single action to have the legal effect of individual action on each matter.
  - c. If Consent Calendar items are removed, they shall be discussed immediately, public comment shall be heard from members of the public who completed comment cards and then items shall be voted on individually after adoption of the balance of the Consent Calendar.
5. Ordinance, Presentation, Discussion and Potential Action
- a. The order of discussion after introduction of an item by the Mayor will generally be as follows:
    - (i) Staff comments, information, and reports, followed by questions from the Council Members.
    - (ii) Council Member discussion, comments from members of the public who completed comment cards, Council motion, and Council action.
  - b. Once the item is placed before the Council for discussion, motion, or action, no member of Staff or the Public shall be allowed to address the Council without the consent of the Mayor or Council Members.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

### **6. Announcements**

- a. City Manager's Announcements
- b. Councilmember's Announcements/Reports
- c. Mayor's Announcements

### **7. Future Agenda Items**

### **8. Closed Session**

- a. Closed or Executive Session may be held as required for items as follows: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators, legal counsel regarding pending litigation, and protection of records exempt from public disclosure.

### **9. Closed Session Report**

### **10. Adjournment**

## **Oral Communications from the Audience**

- 1. As required by the Brown Act, a portion of each Council Meeting agenda will provide an opportunity for members of the Public to address the Council on any item within the jurisdiction of the City, including Closed Session, Consent Calendar and Discussion items.
- 2. In response to Citizen Comments, Council Members may individually:
  - a. ask questions for clarification;
  - b. request that Staff follow up with the Community Member; and
  - c. request Staff, with consensus of Council, to place a matter of business on a future agenda as needed.

## **Quorum Call**

- 1. During the course of the meeting, should the presiding officer note a quorum is lacking, the Mayor shall call this fact to the attention of the City Clerk.
- 2. The Mayor then shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the Mayor may declare a recess for a reasonable period of time in order to reestablish a quorum.
- 3. If no quorum is reestablished within a reasonable time, the Mayor shall adjourn the meeting.

## **Obtaining the Floor**

- 1. Any Council Member wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor shall recognize any Council Member



## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

who seeks the floor when appropriately entitled to do so.

2. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the member asking the question. A Council Member may opt not to answer a question while another member has the floor.

### **Motions to Reconsider an Item**

1. A motion to reconsider any action taken by Council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by a member, and may be made at any time and have precedence construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council so long as the ability to make such motion meets the requirements of applicable law.

### **Tabled Items**

1. If an item is tabled to a future City Council Meeting date, prior to placing the tabled item on the agenda, the City Clerk and/or City Manager will confirm with the originator of the item that the item should be placed back on the agenda.

### **Motions**

1. *Robert's Rules of Order, a manual of parliamentary procedure* shall be used for the management of motions.

### **Swearing in of New City Council Members**

1. Newly elected City Council Members shall be sworn in during a Special City Council Meeting beginning at 5:00pm on the first Thursday of January following an election, when possible.

### **Selecting a Mayor and Mayor Pro Tem**

1. The Mayor and Mayor Pro-Tem positions are selected by a majority of the Council at any new Council term, or at any time a reorganization is called for and approved by a majority of the Council. Members eligible for those positions must have served on the Council at least one year in any term on the Council. Members without one year of Council experience are ineligible.

### **Council Salary**

1. Councilmembers are paid a salary in accordance with Sec. 2-103. Payment of the City of Coalinga Municipal Code.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

### **Review**

1. The Council Rules of Procedure will be reviewed annually by the Coalinga City Council on or about each February.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Direct City Manager to Reclassify Part-Time Animal Control Officer Position to Full-Time  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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**I. RECOMMENDATION:**

This item was requested as a Future Agenda Item by Councilman Hedgecock. City Manager also recommends.

**II. BACKGROUND:**

We currently employ a part-time Animal Control who works 19 hours per week.

**III. DISCUSSION:**

This item Directs City Manager to Reclassify Part-Time Animal Control Officer Position to Full-Time.

**IV. ALTERNATIVES:**

Direct City Manager to Reclassify Part-Time Animal Control Officer Position to Full-Time (not recommended).

**V. FISCAL IMPACT:**

Approximately \$28,000 from the City's General Fund, which is not budgeted.

**ATTACHMENTS:**

File Name	Description
No Attachments Available	

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Authorize Assistant City Manager to Execute a Task Order with the City Engineer for Preliminary Engineering, Environmental Support, Right-Of-Way Engineering, and Construction Engineering Services for the Coalinga Perimeter Trail Interconnect Gregory North Trial Project. Funded Through Cycle 6 of the Active Transportation Grant Program (ATP)

**Meeting Date:** Thursday, January 18, 2024

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

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## **I. RECOMMENDATION:**

City Manager and Assistant City Manager recommend Council Authorize Assistant City Manager to Execute a Task Order with the City Engineer for Preliminary Engineering, Environmental Support, Right-Of-Way Engineering, and Construction Engineering Services for the Coalinga Perimeter Trail Interconnect Gregory North Trial Project. Funded Through Cycle 6 of the Active Transportation Grant Program (ATP).

## **II. BACKGROUND:**

In FY23, the City was awarded \$2,016,000 in ATP Cycle 6 funds for the Coalinga Perimeter Trail Interconnect Gregory North Trial Project.

The project includes constructing approximately 2,011 linear feet of Class I trail; Installing an 149 linear feet of prefabricated bike/pedestrian bridge over Los Gatos Creek to include removal and disposal of existing bridge, removal of stream bed debris and abandoned oil field pipe, and bridge abutment excavation, grading and backfill; Relocating existing water and natural gas mains; Installing two ADA concrete curb ramps and sidewalks; Planting four shade trees and installing irrigation system; and Installing amenities to include lighting and a bench.

## **III. DISCUSSION:**

The City Engineer proposes to provide Civil Engineering Design Services, Environmental and Right-of-Way Support & Construction Management Services in the amount of \$247,500.00. This amount has been budget within the grant. There will be separate task orders from outside consultants for right-of-way services as well as environmental. The City Engineer plays a supportive role during these phases of the project.

## **IV. ALTERNATIVES:**

- None at this time unless the council chooses not to proceed with the project.

## **V. FISCAL IMPACT:**

The total project cost was estimated at \$2,016,000. The grant award was in the amount of \$1,774,000. The City has matching funds of \$242,000 of Measure C. The costs associated with engineering services are covered under the total grant award.

#### ATTACHMENTS:

File Name	Description
3046_Work_Order_Construction_Engineering_ATP_6_Multi_Use_Trail_3N.pdf	3046 Work Order Construction Engineering ATP 6 Multi Use Trail 3N
3046_Work_Order_Design_Engineering_ATP_6_Multi_Use_Trail_3N.pdf	3046 Work Order Design Engineering ATP 6 Multi Use Trail 3N
3046_Work_Order_ENV_Engineering_ATP_6_Multi_Use_Trail_3N.pdf	3046 Work Order ENV Engineering ATP 6 Multi Use Trail 3N
3046_Work_Order_ROW_Engineering_ATP_6_Multi_Use_Trail_3N.pdf	3046 Work Order ROW Engineering ATP 6 Multi Use Trail 3N

## **PROFESSIONAL SERVICES WORK ORDER CONSTRUCTION ENGINEERING**

This agreement entered into the 18th day of January, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP 6 Multi Use Trail – Segment 3 North. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines, Close Out Package and processing reimbursements through Caltrans.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

**\$61,000.00**

Sub-Consultant provided Soils Engineering. R-Value/Compaction Testing Fee:

**\$7,500.00**

Retainer. The Client shall make an initial payment of       -0-       dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant: By \_\_\_\_\_  
Signature

Name: Daniel E. Jauregui  
For: Tri City Engineering

Title: President

Address: 4630 W Jennifer Ave #101  
Fresno, CA 93722

Client: By \_\_\_\_\_  
Signature

Name: Sean Brewer  
For: City of Coalinga

Title: Assistant City Manager

Address: 155 W. Durian Ave  
Coalinga, CA 93210

## **PROFESSIONAL SERVICES WORK ORDER DESIGN ENGINEERING**

This agreement entered into the 18th day of January, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP 6 Multi Use Trail – Segment 3 North. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Develop final design and analysis for City staff review; includes Multi Use Trail construction impacts on Existing utilities along Segment 3 North across Los Gatos Creek via new truss bridge to Phelps Avenue, City Staff meetings to review design, issues and costs.
- Prepare 1 set of Multi-Trail Improvement Plans; includes design engineering and final working drawings of Multi Use Trail Segment 3 North, from railroad corridor Segment 2 across Los Gatos Creek to Phelps Avenue, Prefabricated Pedestrian Truss Bridge and installation, existing Trestle Bridge removal and disposal, public water and natural gas relocation, trail lighting, focused trail landscape and irrigation, trail striping and signage.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for New Multi-Trail Improvements and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including “Request for Information” through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.
- Topographic Field Survey; includes; topographic field survey of project limits, survey data reduction and calculations, Topographic Survey Base Map layout and preparation.
- Federal Compliance: Federal Authorizations; Preliminary Engineering certification, Construction Award Package certification, processing reimbursements through Caltrans, Maintain Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.



III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

**\$103,000.00**

Retainer. The Client shall make an initial payment of       -0-       dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By	_____	Client:	By	_____
		Signature			Signature
Name:		<u>Daniel E. Jauregui</u>	Name:		<u>Sean Brewer</u>
		For: Tri City Engineering			For: City of Coalinga
Title:		<u>President</u>	Title:		<u>Assistant City Manager</u>
Address:		<u>4630 W Jennifer Ave #101</u>	Address:		<u>155 W. Durian Ave</u>
		<u>Fresno, CA 93722</u>			<u>Coalinga, CA 93210</u>

## **PROFESSIONAL SERVICES WORK ORDER ENVIRONMENTAL ENGINEERING**

This agreement entered into the 18th day of January, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP 6 Multi Use Trail – Segment 3 North. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

- I. Scope of Services. The Consultant's services will consist of the following:
- Environmental Certification Engineering Assistance: Consultant will prepare Project Initiation Documents of preliminary environmental scoping for use by the Environmental Consultant needed to conduct the subsequent environmental studies and prepare the environmental document during the Project Approval and Environmental Document (PA&ED) phase.
- II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.
- III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

### **Environmental Certification Engineering Assistance:**

**\$ 40,000.00**

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable

Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By	_____	Client:	By	_____
		Signature			Signature
Name:		<u>Daniel E. Jauregui</u>	Name:		<u>Sean Brewer</u>
		For: Tri City Engineering			For: City of Coalinga
Title:		<u>President</u>	Title:		<u>Assistant City Manager</u>
Address:		<u>4630 W Jennifer Ave #101</u>	Address:		<u>155 W. Durian Ave</u>
		<u>Fresno, CA 93722</u>			<u>Coalinga, CA 93210</u>

Reference: 3046ENV

## **PROFESSIONAL SERVICES WORK ORDER RIGHT-OF-WAY ENGINEERING**

This agreement entered into the 18th day of January, 2024 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP 6 Multi Use Trail – Segment 3 North. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

- I. Scope of Services. The Consultant's services will consist of the following:
- Right-of Way Certification Engineering Assistance: Consultant will assist the City's Assistant City Manager and Consulting Real Property Appraiser to coordinate the entire acquisition process which shall include coordinating assistance with Caltrans “Right-of-Way” Division and acquiring Caltrans “Right-of-Way Certification. Providing Consulting Appraiser with legal descriptions and plats necessary to acquire two (2) Multi Use Trail easements.
- II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.
- III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

### **Right of Way Certification Engineering Assistance:**

**\$ 36,000.00**

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall

include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By	_____	Client:	By	_____
		Signature			Signature
Name:		<u>Daniel E. Jauregui</u>	Name:		<u>Sean Brewer</u>
		For: Tri City Engineering			For: City of Coalinga
Title:		<u>President</u>	Title:		<u>Assistant City Manager</u>
Address:		<u>4630 W Jennifer Ave #101</u>	Address:		<u>155 W. Durian Ave</u>
		<u>Fresno, CA 93722</u>			<u>Coalinga, CA 93210</u>

Reference: 3046ROW

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Approve Animal Shelter Services Agreement between Gimme Love and City of Coalinga  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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**I. RECOMMENDATION:**

City Manager recommends Council Approve Animal Shelter Services Agreement between Gimme Love and City of Coalinga.

**II. BACKGROUND:**

The City of Coalinga and Gimme Love have tentatively agreed on the terms outlined in the attached Agreement.

**III. DISCUSSION:**

Animal Shelter Services Agreement between Gimme Love and City of Coalinga attached.

**IV. ALTERNATIVES:**

Do not approve (not recommended)

**V. FISCAL IMPACT:**

Approximately \$48,400 from the City's General Fund for the first year with an anticipated increase each July 1 based on CPI.

**ATTACHMENTS:**

File Name	Description
 GIMMELOVE_SHELTERSERVICE011824.pdf	GimmeLoveAgreement_011824

**GIMME LOVE AND CITY OF COALINGA ANIMAL  
SHELTER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the 18th day of January, 2024, by and between the City of CITY OF COALINGA, referred to hereinafter as “CITY” and the Gimme Love Animal Shelter, referred hereafter as “Gimme Love”.

**WITNESSETH;**

WHEREAS, the CITY has a need for Animal Shelter Services,

WHEREAS, the CITY may enter into written agreements under CITY Municipal Code Section 6-1.37 (b), with any veterinarian or any organized humane society or association, which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, impound and dispose of animals.

WHEREAS, GIMME LOVE is able and desires to provide Animal Shelter Services,

NOW, THEREFORE, it is agreed as follows:

- A. This Agreement shall take effect on January 6, 2024 and shall remain in full force and effect for a period of three years, ending on January 5, 2027, unless terminated earlier, as provided herein, or until the completion of the new Animal Shelter. This agreement may be extended for a two-year term if agreed upon by both parties and established in writing.

**B. Limits of Authority**

1. In performing the services required under this Agreement, Gimme Love shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.
2. Under Section 6-1.37 (a) of CITY Municipal Code, the police department, under the direction of the City Manager, shall supervise the administration and enforcement of Section 6 Chapter 1 of the CITY Municipal Code and of the laws of the State of California pertaining to the control of animals and shall have charge of the City’s Animal Shelter facilities.

**C. Shelter Operations**

1. Business Hours will be Monday – Friday as established by Gimme Love for a minimum of twenty (20) hours per week which must be posted and publicly available.

2. Gimme Love is responsible for training employees and volunteers of Gimme Love and shall not discriminate or allow discrimination against any person or class of persons by reason of race, religion, color, sex, gender, military or veteran status, genetic information, gender identity, ancestry, physical disability, mental disability, age, sexual orientation, medical condition, marital status, or national origin in any manner prohibited by federal and state statutes.
3. Gimme Love will schedule appointments to accommodate members of the public interested in adopting animals from the shelter. Gimme Love will make every effort to accommodate after hours appointment requests.
4. Gimme Love will assist the on duty Animal Control Officer (ACO) with calls for service which pertain to vicious, sick or injured animals, when available. The ACO will check with Gimme Love prior to picking up any animal to ensure a temporary holding kennel is available. Gimme Love will make every effort to ensure a temporary holding kennel is available. Calls for service which pertain to dead animals that are creating a public nuisance or are hazardous to citizens will be handled by the on duty ACO. When no ACO is on duty, Gimme Love will assist with calls for service pertaining to sick, injured or deceased animals, when available.

#### **D. Services to be Performed**

1. Provide shelter services for dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age.

#### **E. Standards of Services**

1. Gimme Love will lease the Animal Shelter from CITY as described in Exhibit A to shelter dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age, and other small animals as needed, from within Coalinga City limits.
2. Gimme Love is permitted to use its existing facility, outside of City limits, to house any and all cats at its own expense.
3. Gimme Love will make every effort to have all animals that come into the Animal Shelter reunited with their owners, adopted, sent to rescue, or released (sick and injured cats only once healed, kittens once old enough, and other small animals as needed) within a timely manner.
4. Gimme Love shall maintain a website and/or social media page that will display adoptable animals. The website and/or social media page shall be updated as needed.
5. Gimme Love shall keep records of the following information of all dogs and cats that come into the Animal Shelter for inspection by the City and to be included in quarterly reports to City Council:



- A. How the animal came into the Animal Shelter (owner surrender, pick up, community member drop off, etc);
  - B. If picked up or dropped off, the location the animal was taken from and the date and time;
  - C. If owner surrendered or community member drop off, the name and basic contact information of the person dropping off the animal;
  - D. Efforts made to reunite animal with owner;
  - E. If unsuccessful in reuniting animal with owner, efforts made to get the animal to a rescue;
  - F. If unsuccessful in getting animal into a rescue, steps and status of preparing animal for adoption.
6. Gimme Love shall submit quarterly reports to Coalinga City Clerk which will be placed on Coalinga City Council agendas. Quarterly reports will contain information on intake of all animals, their disposition, community outreach efforts, and capacity availability.
7. Gimme Love is responsible for the care of all animals within the Animal Shelter, including but not limited to, feeding, watering, bathing, kennel cleaning, vaccinating, spaying/neutering, and seeking, obtaining and funding medical attention.
8. Gimme Love is responsible for cleaning and general maintenance at the Animal Shelter including, but not limited to, ensuring all bedding is stored in sealed, airtight containers, ensuring all dog and cat food is stored in sealed, airtight containers, ensuring served food is not left out for more than three (3) hours in a twenty-four (24) hour period.
9. Gimme Love is responsible for establishing set feeding times, to be determined at their discretion, and for ensuring animal food is not left out for more than three (3) hours in a twenty-four (24) hour period.
10. Gimme Love is responsible for preparing all dogs and cats within the Animal Shelter for adoption.
11. CITY shall provide free dog licenses to all dogs adopted from the Animal Shelter for the current calendar year.
12. All animals in the Animal Shelter will be considered in the custody of Gimme Love.
13. CITY will be responsible for any major Animal Shelter building repairs.
14. CITY may conduct random inspections of Animal Shelter by providing twenty-four (24) hour verbal notice to Gimme Love. This does not pertain to the Animal Control Officer's ability to access the Animal Shelter at any time.
15. Gimme Love shall not shelter more than twenty-five (25) sick or injured cats, kittens or other small animals (not including dogs) at the Animal Shelter and no more than twenty (20) dogs at the Animal Shelter to avoid overcrowding.

16. All dogs and other small animals (excluding cats) will be kenneled within the Animal Shelter at all times, except to receive short term outside time. Dogs are not permitted to free roam within the Animal Shelter except under the immediate supervision of a Gimme Love employee or volunteer.
17. Makeshift kennels are discouraged at the Animal Shelter.
18. Gimme Love will hold two (2) adoption events yearly and microchipping and vaccination clinics throughout the year.
19. Gimme Love is responsible for setting reasonable adoption fees for the Animal Shelter, to be collected and retained by Gimme Love, but shall not charge an adoption fee for a dog or cat to individuals who present eligible identification as a veteran.

#### **F. Release, Hold Harmless and Indemnification Agreement**

Gimme Love agrees to indemnify, defend and hold harmless the CITY and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which CITY or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Gimme Love, or its employees, agents and subcontractor's performance of the Services and Gimme Love responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

#### **G. Insurance**

1. Workers Compensation Coverage. Gimme Love shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees and volunteers in accordance with the laws of the State of California. In addition, Gimme Love shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Gimme Love for City.
2. General Liability Coverage. Gimme Love shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. 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 Services to be performed under this Agreement or the general

aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

3. Automobile Liability Coverage. Gimme Love shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Gimme Love arising out of or in connection with the Services 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.
4. Umbrella Coverage. In addition to commercial general liability and automobile liability policies required above, Gimme Love will also maintain umbrella liability coverage that supplements such commercial general liability and automobile liability policies in an amount of not less than five million dollars (\$5,000,000) per occurrence. Such umbrella policy will be as broad as Gimme Love commercial general liability and automobile policies.
5. Endorsements. Each general liability and automobile, and umbrella liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:
  - a. The CITY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of services performed by or on behalf of Gimme Love.
  - b. These policies of insurance shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Gimme Love.
  - c. These policies of 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 company.
  - d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or volunteers.
  - e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
  - f. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

- g. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 Code 1 (any auto).
6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, Gimme Love shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
7. Certificate of Insurance. Gimme Love shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on the date of execution of this Agreement by Gimme Love. Current certification of insurance shall be kept on file with the CITY at all times during this Agreement.

#### **H. Contract not Assignable**

Gimme Love shall not have the right, authority, or power to sell, mortgage, or assign this Agreement or the powers granted to it, or any interest therein, for any purpose whatsoever without the prior written permission of the CITY, which may be withheld in the CITY's sole discretion.

#### **I. Gimme Love Independent Capacity**

Gimme Love, its officers, employees, agents, and volunteers shall act as independent contractors during the term of this Agreement and not as officers, employees, agents or volunteers of CITY. All employees and volunteers shall remain the employees and volunteers of Gimme Love, and Gimme Love shall be responsible for compensating any paid Gimme Love employees and for making the appropriate compensation withholdings.

#### **J. Method of Payment**

As consideration for Gimme Love carrying out the obligations and responsibilities required under this Agreement, the CITY agrees to compensate Gimme Love as follows:

1. CITY shall pay the annual sum of Ten Thousand Dollars (\$10,000.00), payable in one lump sum on or about July 1 annually. This annual sum is

intended to cover the costs of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.

2. CITY shall pay all utilities (water, natural gas, sewer, garbage, recycling, telephone, internet and electricity) for the Animal Shelter referenced in Exhibit A, up to \$3,000 per fiscal year.
3. CITY shall pay Gimme Love a monthly stipend of Two Thousand Nine Hundred Fifty Dollars (\$2,950.00). This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love. This monthly stipend will be adjusted each July 1 based on the annualized San Francisco area Consumer Price Index (CPI) factor between the months of April to April. This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.
4. Each April, Gimme Love will provide CITY with an expense report documenting year to date expenses to account for the annual sum and monthly stipends provided to Gimme Love by CITY.

#### **K. Obligations**

Gimme Love shall provide CITY with monthly billing invoices, which shall be payable within thirty (30) calendar days of the City's receipt of each invoice.

#### **L. Default**

If either party to this Agreement defaults on any of the terms, conditions or obligations of this Agreement, then the non-defaulting party shall give written notice of default to the defaulting party stating the nature of the default. If the defaulting party fails to remedy or commences to remedy any such default within fourteen (14) calendar days after the date the non-defaulting party was given such written notice of default, the non-defaulting party shall have the right to terminate this Agreement by giving the defaulting party fourteen (14) calendar days prior written notice specifying the effective date of such termination.

#### **M. Termination of Agreement**

Either party may terminate this Agreement, without cause upon giving ninety (90) days written notice to the other party.

**N. Notices**

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed to the following:

**CITY:**

City of Coalinga  
Attn: Marissa Trejo, City Manager  
155 W. Durian Ave  
Coalinga, CA 93210

**Gimme Love:**

Gimme Love Animal Shelter  
Attn: George and Lori Anderson  
70946 W. Hwy 198  
Coalinga, CA 93210

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

**O. Binding Arbitration**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in arbitration shall be entitled to its attorneys' fees and costs.

**P. Entire Agreement**

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the operation of the animal

shelter. This Agreement may be modified or changed only in writing, fully executed by the parties hereto.

**Q. Governing Law and Partial Invalidity**

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

**R. Effect of Waiver**

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

_____	_____
City Manager,	Date

ATTEST: _____	_____
City Clerk	Date

_____	_____
[NAME]	Date

_____	_____
[NAME]	Date

EXHIBIT A  
Gimme Love and City of Coalinga  
Animal Shelter Agreement

Animal Shelter Location:

The City of Coalinga Animal Shelter, leased by Gimme Love, is located at 150 W. Elm St, Coalinga, CA, 93210, referred to hereinafter as “Elm,” as of the signing of this Agreement. Both parties agree and understand that CITY purchased the property located at 270 S. Sixth St, Coalinga, CA, 93210, referred to hereinafter as “Sixth,” and is in the process of converting it into a new Animal Shelter. Both parties agree that Gimme Love shall take occupancy of the Sixth Street Animal Shelter within sixty (60) days of the City of Coalinga Building Department authorizing occupancy AND, within that same sixty (60) day timeframe, Gimme Love shall fully vacate the Elm Street property. Annual lease payment from Gimme Love to CITY is \$1.00.

Both parties agree to renegotiate Section J.1. of this Agreement within ninety (90) days of the relocation from Elm to Sixth.



# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Approve Renewal Agreement with Fresno City College for Instructional Services  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Greg DuPuis, Fire Chief

---

## **I. RECOMMENDATION:**

Fire Chief recommends City Council approve the contract renewal between City of Coalinga and Fresno City College for the purposes of instructional services reimbursement and authorize the City Manager to sign the contract on behalf of the City.

## **II. BACKGROUND:**

Initially starting in the 1980s, this program is intended to assist both Fresno City College and the Fire Department with providing quality training to full-time staff while receiving reimbursement from FCC for those hours. Through processes with the State Center Community College District, FCC has an established 'cap' on student enrollment. In years prior to the recession student enrollment was lower than the cap, therefore this contract was to help facilitate their enrollment requirements from the State. When this cap was met, FCC would receive funding from the State. To help enhance enrollment numbers, this contract was developed to enroll full-time firefighters into FCC and provide documented training hours to FCC. In turn, FCC would reimburse the Fire Department a portion of those received funds for their training hours. The Fire Department participated in this program until 2015. The Fire Chief re-enrolled in this program in 2021 and is recommending to renew the contract and continue the program.

## **III. DISCUSSION:**

The proposed contract with Fresno City College (FCC) is a renewal to enter into a three year agreement where the Fire Department agrees to submit documented training hours done by full-time staff to FCC to help satisfy the colleges' full-time enrolled student requirements to the State. In turn, FCC will reimburse the Fire Department for those documented training hours. In consideration of the services provided, FCC shall pay the CFD 60% of the state base appointment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B). Above hours shall not exceed 50,000 Student Instructional Hours per academic year.

To date, The Fire Department has received approximately \$22,000 by participating in this program. The revenue received has gone back into the training budget and has allowed the Fire Department to buy training supplies, equipment and education materials.

## **IV. ALTERNATIVES:**


1. Do not accept the renewal contract in which case the Department will continue to seek other avenues

for funding training programs.

## **V. FISCAL IMPACT:**

Per the contract, Fresno City College agrees to reimburse eligible training hours up to 50,000 hours per academic year. The revenue received will fluctuate based on number of enrolled students and documented training hours. See Appendix B for examples.

### **ATTACHMENTS:**

File Name	Description
 COALINGA_FIRE_Master_ISA_Agreement_0501_2024_0430_2029.pdf	ISA renewal



# Fresno City College

## INSTRUCTIONAL SERVICE AGREEMENT FRESNO CITY COLLEGE & COALINGA FIRE DEPARTMENT

This Agreement is made and entered into between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and **COALINGA FIRE DEPARTMENT (CFD)**, together known as “the parties”.

### WITNESSETH

WHEREAS, FCC is authorized by the California Education Code (“Education Code”) and Title 5 of the California Code of Regulations (“Title 5”), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, **CFD** desires to contract with FCC to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and **CFD** mutually agree as follows:

#### Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the **CFD** in-service personnel (all class participants are in-service personnel and shall hereafter be referred to as “students”). Such courses shall be approved by **CFD**.
- b. FCC shall provide a faculty coordinator to work with **CFD**. Said faculty coordinator shall act as the **CFD** co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of **CFD**, including but not limited to, personnel issues concerning **CFD** employees, operational budget, or the use, maintenance, or scheduling of **CFD** facilities.
- c. FCC and **CFD** will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist **CFD** in registration and other support services to students to adequately manage and control the college’s course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult **CFD** on any revisions to existing FCC courses designed for the **CFD** program, initiation of new courses, or any other changes, to ensure the quality of educational services and to meet the needs of **CFD**.

- h. FCC shall provide the use of its facilities and equipment free of charge for use by the **CFD**, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
- j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- k. FCC has the primary right and responsibility to control and direct the activities of the instructors furnished by **CFD** while they are performing services under the term of this Agreement.

## **Section 2. RESPONSIBILITIES OF CFD**

- a. **CFD** shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. **CFD** shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. **CFD** shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. **CFD** shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to public safety training programs.
- e. A tuition fee of \$46/unit for all **CFD** members enrolled in ISA courses shall be deducted from the gross revenue amount.
- f. An off-site health fee of \$13 per semester will be waived if students are covered by workers' compensation insurance through their employment with **CFD**. If **CFD** fails to provide evidence of workers' compensation coverage, then the off-site health fee will be deducted from the gross revenue for all registered **CFD** members. **CFD** affirms that their workers' compensation coverage is current, active, and will be maintained throughout the term of this agreement. Prior to the commencement of each annual term of this agreement, **CFD** shall deliver to the District Representative a Certificate of Insurance evidence of workers' compensation coverage.
- g. Records of student attendance and registration shall be submitted by **CFD** to FCC regularly and then maintained by FCC. Records will always be open for review by officials of the college and submitted on a schedule developed by FCC, no later than July 1<sup>st</sup> annually (see Appendix A).
- h. By signing this Agreement, **CFD** certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

## **Section 3. PAYMENT FOR SERVICES**

- a. In consideration of the services provided herein, FCC shall pay **CFD** 60% each academic year (July 1<sup>st</sup> through June 30<sup>th</sup>) of the state apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B).
- b. Above hours shall not exceed 50,000 Student Instructional Hours (contact hours) per academic year during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its

colleges. Notice will be provided to **CFD** no later than October 30<sup>th</sup> annually if CCCCCO apportionment caps are in place for the upcoming academic year.

c. **CFD** shall submit to FCC an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. FCC shall pay **CFD** the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1<sup>st</sup> annually (see Appendix C). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.

d. Instructional FTES hours are defined as those hours reported on SCCC's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCC's independent auditor and the California Community Colleges Chancellor's Office.

#### **Section 4. INDEMNIFICATION**

a. FCC agrees to indemnify, save, hold harmless, and at **CFD**'S request, defend **CFD**, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to **CFD** in connection with the performance, or failure to perform, by FCC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FCC, its officers, agents, or employees under this Agreement.

b. **CFD** agrees to indemnify, save, hold harmless, and at FCC'S request, defend the FCC, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FCC in connection with the performance, or failure to perform, by **CFD**, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of **CFD**, its officers, agents, or employees under this Agreement.

c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and **CFD** or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

#### **Section 5. INDEPENDENT CONTRACTOR**

a. In performance of the work, duties, and obligations assumed by FCC under this Agreement, it is mutually understood and agreed that FCC, including all of FCC's officers, agents, and employees will always be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **CFD**. Furthermore, **CFD** shall have no right to control or supervise or direct the manner or method by which FCC shall perform its work and function. However, **CFD** shall retain the right to administer this Agreement to verify that FCC is performing its obligations in accordance with the terms and conditions thereof.

b. FCC and **CFD** shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters subject thereof.

c. Because of its status as an independent contractor, FCC shall have no right to employment rights and benefits available to **CFD** employees. FCC shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, FCC shall be solely responsible and save **CFD** harmless from all matters relating to payment of FCC's employees, including compliance with Social Security withholding and all other regulations

governing such matters. It is acknowledged that during the term of this Agreement, FCC may be providing services to others unrelated to **CFD** or to this Agreement.

## Section 6. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and always maintain insurance with coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees, and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

b. Without limiting the **CFD**'S right to obtain indemnification from FCC or any third parties, FCC, at its sole expense, shall maintain in full force and effect, the following insurance policies, or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

I. Commercial General Liability - Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. **CFD** may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this Agreement.

II. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage. Coverage should include any auto used in connection with this Agreement.

III. Professional Liability - If FCC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. FCC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

IV. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

V. Molestation - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

### c. Additional Requirements Relating to Insurance

FCC shall obtain endorsements to the Commercial General Liability insurance naming the **CFD**, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by **CFD**, its officers, agents, and employees shall be excess only and not contributing with insurance provided under FCC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written notice given to **CFD**.

FCC hereby waives its right to recover from **CFD**, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FCC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FCC's waiver of subrogation under this paragraph is effective whether FCC obtains such an endorsement.

Within thirty (30) days from the date FCC signs and executes this Agreement, FCC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **CFD**, stating that such insurance coverage have been obtained and are in full force; that the **CFD**, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the **CFD**, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by **CFD**, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FCC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to **CFD**.

In the event FCC fails to always keep in effect insurance coverage as herein provided, **CFD** may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such an event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **Section 7. MISCELLANEOUS PROVISIONS**

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and **CFD** agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on May 1, 2024, or upon date of full execution of the agreement if it is after May 1, 2024, and terminate on April 30, 2029. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the **CFD** and FCC in the form of an Amendment to this Agreement.
- f. Compliance with Law. In providing the services required under this Agreement, FCC shall always comply with all applicable laws of the United States, the State of California, the County of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. **No Third-Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. **Notice or correspondence** required by this Agreement shall be delivered personally or by United States mail as follows:

<b>Fresno City College, First Responder Campus</b>	<b>City of Coalinga Fire Department</b>
<b>Director Peter Cacossa</b>	<b>Fire Chief Greg Dupuis</b>
<b>3300 East North Avenue</b>	<b>300 West Elm Avenue</b>
<b>Fresno, CA 93725</b>	<b>Coalinga, CA 93612</b>

l. The specific course(s) covered under this Agreement are described in the attached Appendix D and are incorporated herein by this reference.

m. **CFD** shall provide **FCC** with a request to add existing course(s) or sections with a minimum of 45 days advanced notice to **FCC** prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by the agency signatory or his or her designee as well as the **FCC** Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed in Appendix D and will become attachments to this Agreement.

n. **Electronic Signatures:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example, PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

o. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties according to its terms and conditions.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective upon the date of full execution of the contract.

<b>AGENCY NAME:</b>	<b>COALINGA FIRE DEPARTMENT</b>
<b>AGENCY SIGNATORS:</b>  <b>NAME &amp; TITLE:</b>  <b>DATE:</b>	
<b>ATTEST:</b>  <b>NAME &amp; TITLE:</b>  <b>DATE:</b>	
<b>NAME &amp; TITLE:</b>  <b>DATE:</b>	<b>APPROVED AS TO LEGAL FORM:</b>

<b>AGENCY NAME:</b>	<b>Fresno City College, a college of the State Center Community College District</b>
<b>AGENCY SIGNATORS:</b>  <b>NAME &amp; TITLE:</b>  <b>DATE:</b>	<b>W. Andy Dunn, Interim Vice Chancellor of Finance and Administration</b>
<b>ATTEST:</b>  <b>NAME &amp; TITLE:</b>  <b>DATE:</b>	<b>Dr. Robert Pimentel, Fresno City College President</b>
<b>NAME &amp; TITLE:</b>  <b>DATE:</b>	<b>APPROVED AS TO LEGAL FORM:</b>  <b>Kristen Corey, General Counsel, State Center Community College District</b>

## **APPENDIX A**

### **Projected Student Attendance & Registration Records Schedule for 2024-2025**

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
  - a. Friday, July 26, 2024
  - b. Friday, August 30, 2024
  - c. Friday, September 27, 2024
  - d. Friday, October 25, 2024
  - e. Friday, November 29, 2024
  - f. Friday, December 27, 2024
  - g. Friday, January 31, 2025
  - h. Friday, February 28, 2025
  - i. Friday, March 28, 2025
  - j. Friday, April 25, 2025
  - k. Friday, May 30, 2025
  - l. Friday, June 27, 2025
  
2. Due date to FCC AJ or FIRET program staff is first Friday of the following month:
  - a. Friday, July 5, 2024
  - b. Friday, August 2, 2024
  - c. Friday, September 6, 2024
  - d. Friday, October 4, 2024
  - e. Friday, November 1, 2024
  - f. Friday, December 6, 2024
  - g. Friday, January 3, 2025
  - h. Friday, February 7, 2025
  - i. Friday, March 7, 2025
  - j. Friday, April 4, 2025
  - k. Friday, May 2, 2025
  - l. Friday, June 6, 2025
  
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
  - a. Friday, May 24 or 31, 2024
  - b. Friday, November 22 or 29, 2024
  - c. Friday, May 23 or 30, 2025

A new schedule will be sent out every year no later than July 1<sup>st</sup> for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

## APPENDIX B

### FCC Payment Split with Agency

Fire Agencies - Payment is based on the number of FTES (Full-Time Equivalent Student) generated by the training hours submitted. One FTES is equal to 525 contact hours, which are 50-minute hours. To calculate the number of FTES that the agency is paid for, we take the number of training hours and convert that into the number of contact hours (50-minute hours). We then divide that number by 525 to get the total number of FTES. The State of California pays an apportionment rate per FTES. We split that with the agency 60/40.

Fire Agency Example:

Total Agency Training Hours	Trainings Hours to Contact Hours	Contact Hours to FTES	FTES to Apportionment
1000	$1000 \times 60 / 50 = 1200$	$1200 / 525 = 2.28$	$2.28 \times (\$4840 \times 60\%) = \$6,621.12$ (gross revenue)

Fire agency students are awarded college units based on the number of training hours they complete. Units are calculated by converting the training hours into contact hours, and the contact hours into units. There are 54 contact hours in one unit. Units are always rounded down.

Total Training Hours to Contact Hours	Contact Hours to Total Units	Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times 60 / 50 = 120$	$120 / 54 = 2.22$ rounded to 2.00	$2.00 \times \$46.00 = \$92.00$	$\$6,621.12 - \$92.00 = \$6,529.12$

Police Agencies - Payment is based on the number of units completed by students taking ISA courses. Each ISA course has a unit value. Units are converted into contact hours, and contact hours are converted to FTES. One unit equals 54 contact hours, and there are 525 contact hours in one FTES.

Police Agency Example:

Total Agency Training Units	Training Units to Contact Hours	Contact Hours to FTES	FTES to Apportionment
100	$100 \times 54 = 5400$	$5400 / 525 = 10.28$	$10.28 \times (\$4840 \times 60\%) = \$29,853.12$ (gross revenue)

Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times \$46.00 = \$4,600$	$\$29,853.12 - \$4,600 = \$25,253.12$

The apportionment amount changes annually and is based on the state budget. The amount is available on the California Community College Chancellor's Office website.

## **APPENDIX C**

### **Section Schedules and Processing Timeframes for 2024-2025 and 2025-2026**

#### **AJ and FIRET:**

- November 25, 2023-June 14, 2024 (All AJ & FIRET)
- May 25, 2024-December 13, 2024 (All AJ & FIRET)
- November 22, 2024-June 13, 2025 (All AJ & FIRET)
- May 23, 2025-December 12, 2025 (All AJ & FIRET)
- November 21, 2025-June 12, 2026 (All AJ & FIRET)

#### **Paramedics ONLY:**

- April 1, 2024-December 13, 2024 (FIRET-136 Only)
- March 31, 2025-December 12, 2025 (FIRET-136 Only)
- July 3, 2023-June 30, 2024 (Paramedic ONLY – Class 58)
- January 2, 2024-December 31, 2024 (Paramedic ONLY – Class 59)
- January 2, 2024-June 28, 2024 (Paramedic ONLY – Class 60)

### **Projected Timelines for 2024-2025 Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section**

#### **AJ & FIRET Section Dates:**

**SUMMER 2024: 11/25/23-6/14/24**

- Training Hours Cut Off for Agency: 5/24/24
- Training Hours Submitted by Agency: 5/31/24
- Yellow Apps (ISA Sr. Program Specialist): 6/3/24-6/7/24
- Registrations (ISA Sr. Program Specialist): 6/10/24-6/12/24
- Positive Attendance Forms (A&R): 6/13/24-6/14/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/13/24-6/17/24 by noon
- Due to DO: 6/28/24
- 320 Report Submitted: 7/19/24
- A&R Send 320 Report to FCC Academy Director: 7/26/24
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/2/24
- Agency Submit Invoice to FCC Academy Director: 8/9/24
- FCC Sends Invoice for Payment: 8/16/24
- SCCC Sends Check to Agency: 8/26/24-9/6/24

#### **SPRING 2025: 5/25/24-12/13/24**

- Training Hours Cut Off for Agency: 11/22/24
- Training Hours Submitted by Agency: 11/29/24
- Yellow Apps (ISA Sr. Program Specialist): 12/2/24-12/6/24
- Registrations (ISA Sr. Program Specialist): 12/9/24-12/11/24
- Positive Attendance Forms (A&R): 12/12/24-12/13/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/13/24-12/16/24 by noon
- Due to DO: 12/27/24
- 320 Report Submitted: 1/17/25
- A&R Send 320 Report to FCC Academy Director: 1/24/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/31/25
- Agency Submit Invoice to FCC Academy Director: 2/7/25
- FCC Sends Invoice for Payment: 2/14/25
- SCCC Sends Check to Agency: 2/17/25-2/28/25

## **APPENDIX C – CONTINUED**

### **SUMMER 2025: 11/22/24-6/13/25**

- Training Hours Cut Off for Agency: 5/23/25
- Training Hours Submitted by Agency: 5/30/25
- Yellow Apps (ISA Sr. Program Specialist): 6/2/25-6/6/25
- Registrations (ISA Sr. Program Specialist): 6/9/25-6/11/25
- Positive Attendance Forms (A&R): 6/12/25-6/13/25
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/12/25-6/16/25 by noon
- Due to DO: 6/27/25
- 320 Report Submitted: 7/18/25
- A&R Send 320 Report to FCC Academy Director: 7/25/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/1/25
- Agency Submit Invoice to FCC Academy Director: 8/8/25
- FCC Sends Invoice for Payment: 8/15/25
- SCCC Sends Check to Agency: 8/25/25-9/6/25

### **PARAMEDIC Section Dates:**

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 7/19/24, 1/17/25, 7/18/25, or 1/16/26
- A&R Send 320 Report to FCC Academy Director: 7/26/24, 1/24/25, 7/25/25, or 1/23/26
- FCC Academy Director Confirms and Authorizes Invoice Amount: 8/2/24, 1/31/25, 8/1/25, or 1/30/26
- Agency Submit Invoice to FCC Academy Director: 8/9/24, 2/7/25, 8/8/25, or 2/6/26
- FCC Sends Invoice for Payment: 8/16/24, 2/14/25, 8/15/25, or 2/13/26
- SCCC Sends Check to Agency: 8/26/24-9/6/24, 2/24/25-3/7/25, 8/25/25-9/5/25, or 2/23/26-3/6/26

A new schedule will be sent out every year no later than July 1<sup>st</sup> for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

## APPENDIX D - FIRE

### FRESNO CITY COLLEGE ISA COURSE OUTLINE

#### AGENCY: AGENCY NAME

This course is presented under the ISA contract between Fresno City College and the fire agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

**COURSE TITLE:** Advanced Firefighter Continuing Education – Effective Spring 2021  
**COURSE NUMBER:** [FIRET-233](#)  
**COURSE HOURS:** 24.12-80.1  
**UNITS:** 0.14-1.0

#### DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

#### LEARNING OUTCOMES AND OBJECTIVES

##### Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technological advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

##### Course Student Learning Outcomes

1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. Expected SLO Performance: 70
2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET:** <https://fresno.curriqunet.com/publicsearch/>

## APPENDIX D - PARAMEDIC

### FRESNO CITY COLLEGE ISA COURSE OUTLINE

**AGENCY:** Fresno County EMS

These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

**COURSE #1 TITLE:** Emergency Medical Technician – Paramedic (Didactic)

**COURSE NUMBER:** [FIRET-133](#)

**COURSE HOURS:** 576

**UNITS:** 21.5

#### DESCRIPTION:

Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

#### LEARNING OUTCOMES AND OBJECTIVES

##### Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

##### Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET:** <https://fresno.curriqunet.com/publicsearch/>

## APPENDIX D – PARAMEDIC (CONTINUED)

**COURSE #2 TITLE:** Emergency Medical Technician – Paramedic Clinical and Field Work  
**COURSE NUMBER:** [FIRET-136](#)  
**COURSE HOURS:** 679.5  
**UNITS:** 13.0

### DESCRIPTION:

The student will rotate through two required settings. The hospital rotation consists of various departments including emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

### LEARNING OUTCOMES AND OBJECTIVES

#### Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

#### Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

**COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET:** <https://fresno.curriqunet.com/publicsearch/>



## APPENDIX D - POLICE

### POLICE ISA COURSE LIST - FRESNO CITY COLLEGE

All ISA courses are presented under the ISA contract between Fresno City College and the police agency are pursuant to the terms of said contract. The parties agree to offer the courses described herein, under the same terms and conditions as set forth in said contract. Minimum contact hours must be met as defined in the Course Outline of Record.

#### Fresno County Sheriff's Office:

AJ-233A	Tactical Firearms (PSP)
AJ-233B	Firearms - Tactical Rifle
AJ-233C	Civil Procedure for Law Enf Officers
AJ-233F	Wilderness Tracking
AJ-233G	Electronic Weapons
AJ-233H	Driving (PSP)
AJ-233I	Court & Temporary Holding Facility
AJ-233J	Advanced Officer Course
AJ-233K	Arrest & Control Update
AJ-233L	Training Conference
AJ-233M	Patrol Canine Handler Update
AJ-233N	Search and Rescue Training Update
AJ-233O	Underwater S&R Update
AJ-233P	S&R Inclement Weather Update
AJ-233Q	Intro to Tactical Dispatcher Course
AJ-233R	Response to Active Shooters Update
AJ-233S	Training Conf Gang Update
AJ-233T	Training Conf Active Shooter Update

AJ-233U	Training Conf Emotional Survival Update
AJ-233V	Officer Skills Orientation Update
AJ-233W	Pursuit Interv Tech PIT Update
AJ-233X	Critical Incident Stress Debrief Update
AJ-233Y	De-Escalation Update
AJ-233Z	Regular Basic Course Mod I
AJ-234	Adult Corrections Officer Core Course
AJ-234A	Adult Corr Officer Core Enh Course
AJ-234B	PC 832 Laws of Arrest
AJ-234C	PC 932 Firearms
AJ-235	Res Officer - Firearms Update
AJ-235A	Res Officer - Vehicle Trans Update
AJ-235B	Res Officer Driver Aware < 100 Update
AJ-235C	Res Officer - E.V.O.C. Update
AJ-235D	Res Officer - C.P.R. / A.E.D. Update
AJ-235E	Res Officer - First Aid Update
AJ-235F	Res Officer - Elect & Imp Weap Update
AJ-235G	Res Officer - Report Writing Update
AJ-236	Use of Force Update

#### Clovis Police Department:

AJ-240	Arrest and Control Update
AJ-240A	Tactical Rifle for Law Enforcement
AJ-240B	Firearms Update
AJ-240D	Driver Training - Emerg Vehicle Update
AJ-240E	Bias Based Policing Update Training
AJ-240F	Principled Policing Update
AJ-240G	First Aid for Medical Injuries Update
AJ-240H	CPR / AED Update Training
AJ-240I	First Aid for Traumatic Injuries Update

## APPENDIX D – POLICE (CONTINUED)

### Fresno Police Department:

AJ-245A	Arrest & Control Techniques Update	AJ-245V	Force Option Simulator
AJ-245B	Baton User Update	AJ-245W	Less Lethal Weapons
AJ-245C	Canine Agitator	AJ-245X	Mental Illness Awareness Refresher
AJ-245D	Detective School	AJ-245Y	Officer Safety/Field Tactics
AJ-245E	Driver Awareness Instructor	AJ-245Z	Officer Safety/Field Tactics Update
AJ-245F	Driver Awareness Update	AJ-246	Rifle Marksmanship and Sniper
AJ-245G	Driver Training Instructor	AJ-246A	Search/Arrest Warrant
AJ-245H	PIT Instructor	AJ-246B	Traffic Collision Investigation Update
AJ-245I	Driver Training/EVOC/PIT Update	AJ-246C	Use of Force Update
AJ-245J	Driver Training Simulator	AJ-246D	Perishable Skills Program I
AJ-245K	Driving / Force Option Simulator Combo	AJ-246E	Perishable Skills Program II
AJ-245L	Drug Facilitated Sexual Assault	AJ-246F	Rifle Instructor
AJ-245M	Electronic Weapons	AJ-246G	K9 Handler Update
AJ-245N	Firearms Instructor Update	AJ-246H	MACTAC Multi Assault Ctr Terr Act Cap
AJ-245O	Tactical Handgun	AJ-246I	Basic Bicycle Patrol
AJ-245P	Tactical Rifle Advanced	AJ-246J	Drug/Alcohol Stand Field Sobriety Upd
AJ-245Q	Tactical Rifle Update	AJ-246K	Crisis Intervention Training
AJ-245R	Tactical Rifle 1st Responder	AJ-246L	Critical Incident Articulation Update
AJ-245S	Tactical Shotgun	AJ-246M	Residents' Police Academy
AJ-245T	Tactical Handgun Advanced	AJ-246O	Use of Force Update
AJ-245U	First Aid & CPR Refresher	AJ-246P	Domestic Violence Update
		AJ-246Q	MRDS-Miniaturized Red Dot Sight Oper

All approved Course Outlines of Record may be access via the following link:

<https://fresno.curriqunet.com/publicsearch/>

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve Award to San Joaquin Pest Control for the Treatment of Termites at City Hall  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Mercedes Garcia, Senior Administrative Analyst

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## I. RECOMMENDATION:

Senior Administrative Analyst recommends that the Coalinga City Council award a Contract in the amount of \$37,450 to San Joaquin Pest Control for the fumigation of termites.

## II. BACKGROUND:

In December 2023, activity of termites was noticed in the Council Chambers at City Hall. Staff reached out to three pest control services for termite inspections. Based on the reports, there were findings as to the presence of wood destroying pest and organism are visible and accessible in areas. Recommendation for correcting the infestation is fumigation.

## III. DISCUSSION:

In December of 2023 and January 2024, City Staff contacted three pest control services for termite inspections. The City receive responses from all companies.

Below are the results of the responses received.

Company	Fumigation	Guarantee/ Warranty	Proposal Total	Renewal Total
San Joaquin Pest Control	\$34,450	2 years	\$34,450	\$4,134 annually after two years
San Joaquin Pest Control	\$37,450	3 years	\$37,450	\$4,134 annually after three years
Orkin	\$61,000	1 year	\$68,320	\$7,320 annually after one year
Orkin	\$82,960	5 years	\$88,450	\$5,490 annually after five years
Terminix	\$49,920	1 year	\$49,920	\$6,354. 90 annually after one year

City Council to award a contract to San Joaquin Pest Control in the amount of \$37,450 to complete fumigation with a three-year guarantee.

## IV. ALTERNATIVES:

1. Do not approve fumigation and direct staff to seek other treatment options. Staff does not recommend.

## V. FISCAL IMPACT:

This project will use grant funds from California Intergovernmental Risk Authority (CIRA) to complete the project.

### ATTACHMENTS:

File Name	Description
SanJoaquinPestControlQuote.pdf	SanJoaquinPestControl
SJPC_WarrantySheet_.pdf	SanJoaquinPestControl_WarrantyInfo
Orkin-Coalinga__City_Hall__155_W_Durian-1-8-24_Proposal_.pdf	Orkin-Coalinga__City_Hall,_155_W_Durian-1-8-24 Proposal
Terminix_CITYOFCOALINGA_011124_.pdf	Terminix



## San Joaquin Pest Control

PO Box 6460  
Visalia CA 93290  
(559) 732-6419  
termite@sjpcvisalia.com  
Fax (559) 732-0774

Page 1 of 1

### WORK AUTHORIZATION

Report #: 19067

No work will be performed until a signed copy of this agreement has been received.

Address of Property : 155 W Duran

City: Coalinga

State/ZIP: CA 93210

The inspection report of the company dated, 12/14/2023 is incorporated herein by reference as though fully set forth.

The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of \$ \_\_\_\_\_. This total amount is due and payable within 30 days from completion repair work and/or chemical application.

#### THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days**. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

#### THE OWNER OR OWNER'S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

#### ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above:

#### NOTICE TO OWNER

Under the California Mechanics Lien Law, any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

### ITEMS

	Prefix	Section I	Section II	Further Inspection	Other
2A		\$34,450.00			
Grand Total:		\$34,450.00			

Property Owner:

Date:

Owner's Agent:

Date:

**SAN JOAQUIN**  
**PEST CONTROL**  
**OF VISALIA**

P.O BOX 41705  
BAKERSFIELD, CA 93384-1705  
(661)832-3182  
FAX (661)832-2476

P.O. BOX 6460  
VISALIA, CA 93290  
(559)732-6419  
FAX (559)732-0774

P.O. BOX 117  
HANFORD, CA 93232  
(559) 582-5282  
FAX (559)582-7056

January 10<sup>th</sup> 2024

Attention: Mercedes Garcia

Fumigation at property:

155 W Duran Ave Coalinga CA 93210

Email: [mgarcia@coalinga.com](mailto:mgarcia@coalinga.com)

Option #1- San Joaquin Pest Control will fumigate property, 155 W Duran Ave in Coalinga CA 93210. This will come with a two year guarantee. The total reflected price is listed as \$34,450.00.

Option #2-San Joaquin Pest Control will fumigate property, 155 W Duran Ave in Coalinga CA 93210. For a three year guarantee the total reflected price would be \$37,450.00.

If you have any questions or concerns, please feel free to contact the office at 559-732-6419.



## SCOPE OF SERVICE

### Graph Description: Main

Coalinga City Hall

Customer Name

January 8, 2024

Date

155 W Durian Coalinga , CA 93210

Address

### GENERAL COMMENTS / NOTES

First, Thank You for Choosing Orkin.

Based on the 614,000 cubic feet of your structure and the drywood infestation I've identified, our primary recommendation is fumigation plus. We also offer a treatment called Directed Drywood Treatment.

Option 1: (Best Option)

Fumigation Plus job cost: \$61,000

Yearly renewal(without 5year): \$7,320

Or

With Five year warranty: \$ 82,960 (you buy 3 years & get 2 free)

Yearly renewal after 5 years: \$5,490

The job takes three days to complete, and you will need to be out of the building for two nights. On the third day, you may return after 12 pm or once a clearance notice is posted on the door. You are responsible for bagging all food that will be left in the structure during fumigation. The bag is a specialty bag that prevents your food from becoming contaminated by the fumigant. After the fumigation, we will perform a preventative treatment that includes:

- Spraying all exposed and accessible wood in the attic.
- Screening all accessible attic dormer and/or gable vents.

Option 2: (Better Option)

Directed Drywood Treatment job cost: \$ 49,734

Yearly renewal(without 5year): \$5,595.07

Or

With Five year warranty: \$55,329.07 (you buy 3 years & get 2 free)

Yearly renewal after 5 years: \$5,595.07

Includes:

- Treat all noted areas of infestation.
- Spray all exposed and accessible wood in attic.
- Screen all accessible attic dormer and/or gable vents.
- Mask or remove all existing termite evidenced for monitoring.
- Foam wall void treatment of doors and windows.



## SCOPE OF SERVICE

### Graph Description: Main

Coalinga City Hall

Customer Name

January 8, 2024

Date

155 W Durian Coalinga , CA 93210

Address

- Pre-treat any expose lumber on exterior of building.
- Long-term protection & convenience for the customer

Option 3 (Good option)

Odd Job (Treat area of infestation only)

Job cost: \$2,000

1 year warranty





## ADDITIONAL SERVICES & MONEY BACK GUARANTEE

### ADDITIONAL SERVICES

We would be happy to submit a proposal for any of the additional services below, upon your request.

- ◆ Termite Control
- ◆ Carpenter Ant Control
- ◆ Leafstopper
- ◆ ComfortZone
- ◆ OrkinTherm
- ◆ Bed Bug Control
- ◆ Mosquito Control
- ◆ Wildlife control (groundhogs, skunks, etc.)
- ◆ DryZone

*A separate service agreement would be required for the above additional pests and services.*

### MONEY BACK GUARANTEE

Your satisfaction is our goal. If you aren't completely satisfied, we will work with you until you are. If pests return between treatments, Your Orkin Man will return at no extra charge. And if we're unable to solve your pest problem, we'll refund your last service payment as long as you're a customer. More importantly, you can call your Orkin Man anytime you have a problem and we'll work to solve it.



## ORKIN: PEST CONTROL DOWN TO A SCIENCE.

Founded in 1901, Atlanta-based Orkin, LLC serves more than 1.7 million clients through more than 400 locations across the world. We'd like to put our century of pest research and real-world results to work for you. Our goal is to get to know your property inside and out in order to customize an Integrated Pest Management (IPM) program to fit the unique needs of your home – so you can breathe easier when it comes to pest control.

### WHY CHOOSE ORKIN?

Our pest specialists have extensive experience and receive world-class training, so they understand the unique challenges you face.

- ◆ **Expertly Trained** – Your Orkin Man stays up to speed on the latest technology and treatments through rigorous training at the Rollins Learning Center.
- ◆ **Customized Solutions** – We design a program tailored to your specific needs and the specific condition of your property.
- ◆ **Our Service Philosophy** – Every treatment your Orkin Man performs is held to the standards of the Orkin Points of Service to ensure you complete satisfaction.
- ◆ **Security** – Orkin is bonded, and our pest specialists are screened and randomly drug tested to allay security concerns.

### OUR IN-HOUSE CONVENIENT PAYMENT PLAN

#### Rollins Acceptance Company

We know this is an unexpected investment to help protect your home, so we offer a convenient payment solution.

- ◆ **Affordable Monthly Payments**
- ◆ **Immediate Approval For Your Home**
- ◆ **90-Days-Same-As-Cash Option Available Upon Approval**
- ◆ **100% Financing Available Upon Approval**



## DRYWOOD TERMITE PROTECTION PLAN

**THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) AND FOR THE REPAIR OF DAMAGES CAUSED BY DRYWOOD TERMITES AFTER THE INITIAL TREATMENT WITHIN THE LIMITS STATED IN THIS CONTRACT.**

**PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.**

Customer CITY OF COALINGA Main Phone 5599351533 ALT Phone \_\_\_\_\_  
Customer Mailing Address \_\_\_\_\_  
Property Address 155 W DURIAN AVE, COALINGA, CA 93210  
Description of Structure(s) Covered Commercial Building Email mgarcia@coalinga.com

### SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Inspection and Initial Term Fee) .....	\$	49920.00
ANNUAL RENEWAL CHARGE* .....	\$	6354.90
OWNERSHIP TRANSFER FEE* .....	\$	.00
BILLING FREQUENCY .....	Annual	
*Excludes tax (if applicable)		

**THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SPP.*, *HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.**

**TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE CUSTOMER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE CUSTOMER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.**

**CUSTOMER SIGNATURE**

#### For All Residents:

- As required, Terminix has provided the Customer with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

#### For California Residents:

- Terminix has provided to Customer for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Customer, is a part of this Agreement and is incorporated by reference herein.
- Customer will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Customer will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Customer will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

#### For Florida Residents:

**CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 19 AND 20 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. CUSTOMER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO CUSTOMER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.**

Customer's Company Name:	<u>CITY OF COALINGA</u>	Customer's Authorized Representative (signature) _____	Date: _____
Terminix Representative Name:	<u>MEDINA-RIVAS, RUBEN</u>	Terminix Representative (Signature): _____	Date: _____
Terminix Branch Phone:	<u>5597133683</u>	Terminix Branch Charter No.: _____	
Terminix Branch Address:	<u>1337 N PLAZA DR, VISALIA, CA 93291</u>		

such access will allow Terminix to terminate this Agreement without further notice. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Services, Customer may be subject to additional fees.

## TERMS AND CONDITIONS

### 1. CALIFORNIA-ONLY CONSUMER INFORMATION:

- (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Customer within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
- (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Customer a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Plan (hereinafter the "Agreement"), Customer and Terminix agree that: a) Terminix shall procure on Customer's behalf the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Customer shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the Effective Date, as indicated on page 1 of this Agreement and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. The Customer may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Customer owns the property described on the Inspection Graph by paying the Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Customer.
4. **FEES.** Customer shall pay the fees for the Initial Term and any prepaid Renewal Term based upon the Payment Option selected by Customer. Customer shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.
5. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage or infestation was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
6. **PLAN SERVICES.** Customer and Terminix agree that the Services shall consist exclusively of the following (hereinafter collectively the "Services"): Customer authorizes Terminix on Customer's behalf to (a) Arrange for the Services to be performed by a third party (the "Provider"), as applicable; (b) When necessary, issue a work order to the Provider to perform Services at Customer's Structures to control for and/or mitigate against infestation of Drywood termites; (c) Pay the Provider upon completion of the Services and after acknowledgment by the Customer that the Services have been satisfactorily completed; and (d) Conduct a full inspection of the Structures annually or at any time upon the request of Customer for drywood termite activity.
7. **LICENSES, PERMITS, SAFETY RULES AND OTHER LAWS.** Each Provider shall be properly licensed, permitted and credentialed, as required by applicable laws and regulations. The Provider shall be solely responsible to Customer for obtaining any and all licenses which are legally required to perform the Services. The Provider shall also be solely responsible to Customer for the Services being performed in compliance with all applicable safety rules, pest control regulations and other laws and regulations.
8. **DAMAGE REPAIR PLAN; COVERED DAMAGES.** If Drywood Termite damage to the Structures and/or its contents occurs subsequent to the Effective Date (hereinafter "Covered Damage"), Terminix will, following inspection of and confirmation that such damage constitutes Covered Damage, arrange for and pay the costs of labor and materials of a contractor to repair such Covered Damage. Terminix is not responsible for the repair of any damage, whether visible or hidden, occurring prior to or on the Effective Date, whether or not live termites are present. Damage discovered after the Effective Date with no verified live and active infestation present shall be deemed to have been caused before the Effective Date. Because damage may be present in areas that are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. Customer shall be responsible for any repair costs in excess of the Coverage Limit (as defined below). THE OBLIGATION OF TERMINIX TO REPAIR ANY COVERED DAMAGE TO THE STRUCTURE(S) IDENTIFIED IN THE INSPECTION GRAPH ISSUED PURSUANT TO THIS AGREEMENT ("COVERED STRUCTURE") AND TO REPAIR DAMAGE TO OTHER STRUCTURE(S) PURSUANT TO ANY OTHER TERMITE AGREEMENTS BETWEEN CUSTOMER AND TERMINIX SHALL BE LIMITED TO REPAIR COSTS IN THE AGGREGATE OF \$300,000 (THE "COVERAGE LIMIT"). FOR PURPOSES HEREIN, THE TERM "OTHER TERMINIX AGREEMENTS" MEANS ANY OTHER AGREEMENT ENTERED INTO BETWEEN TERMINIX AND CUSTOMER FOR THE MITIGATION AND CONTROL OF TERMITE INFESTATIONS OF THE FOLLOWING STRUCTURES: (A) IF THE COVERED STRUCTURE IS A STRUCTURE LOCATED IN AN APARTMENT COMPLEX, CONDOMINIUM COMPLEX, BUSINESS PARK OR RESIDENTIAL SUBDIVISION, ANY OTHER STRUCTURES WITHIN THE SAME APARTMENT COMPLEX, CONDOMINIUM COMPLEX, BUSINESS PARK OR RESIDENTIAL SUBDIVISION; OR (B) IF THE COVERED STRUCTURE IS AN APARTMENT UNIT OR CONDOMINIUM UNIT WITHIN OR ATTACHED TO A SINGLE STRUCTURE, ANY OTHER APARTMENT UNIT OR CONDOMINIUM UNIT LOCATED WITHIN OR ATTACHED TO SUCH STRUCTURE. CUSTOMER SHALL BE RESPONSIBLE FOR ANY REPAIR COSTS IN EXCESS OF THE COVERAGE LIMIT. TERMINIX SHALL NOT BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO ANY EXTERIOR FENCES OR DECKS LOCATED ON CUSTOMER'S PREMISES.
9. **NOTICE OF CLAIMS; TIMING.** Any claim made by Customer for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Customer's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
10. **CUSTOMER RESPONSIBILITIES.** Customer agrees to pay Terminix according to these Terms and Conditions. Customer agrees to provide Provider with access to work areas of the Structures during working hours. The failure to allow Terminix and/or Provider

11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING THE SERVICES DELIVERED BY PROVIDER. TERMINIX DOES WARRANT THAT THE SERVICES DELIVERED BY PROVIDER WILL BE PERFORMED BY PROVIDER IN A GOOD AND WORKMANLIKE MANNER. TERMINIX'S WARRANTY THAT THE SERVICES WILL BE PERFORMED BY THE PROVIDER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND TERMINIX WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH SERVICES DUE TO ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION IN THE STRUCTURES, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD. TERMINIX'S WARRANTY FOR PROVIDER'S SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TERMINIX'S PROCUREMENT OF THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE DELIVERED BY PROVIDER OR ANY OTHER THIRD PARTY AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES(I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS
12. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee upon transfer of ownership. Terminix reserves the right to deny transfer to the new owner in its sole discretion. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
13. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage. Additionally, Terminix shall not be liable to Customer and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.
14. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/ or any other wood-destroying organisms, except as specifically provided herein this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/ or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/ or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
15. **CHANGE IN LAW.** In the event of a change in existing law as it pertains to the Services herein, Terminix reserves the right to revise the Renewal Term Fee or terminate this Agreement.
16. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement without notice. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
17. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
18. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
19. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org) or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
20. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
21. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
22. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties.
23. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at [www.terminix.com/privacy](http://www.terminix.com/privacy).



### Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Tent Defend System		\$ 49920.00	\$0.00	\$0.00	\$49920.00
Pre-Paid Renewals	Tent Defend System	1	\$5719.41	\$0.00	\$0.00	\$5719.41
Grand Total:						\$55639.41

Product	Merchandise	Quantity
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### Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

### Authorization

Purchaser Name: CITY OF COALINGA Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**AUTOPAY:** Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

### Terminix Authorization

Purchaser Name: CITY OF COALINGA Purchaser (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

### SMAC Authorization



**Purchaser Name:** CITY OF COALINGA      **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_



Providing Exterminating Solutions Today, Inc. (P.E.S.T.)  
**CALIFORNIA CUSTOMER AGREEMENT FOR  
STRUCTURAL FUMIGATION  
-COMMERCIAL-**

**THIS AGREEMENT IS FOR PEST OR A CONTRACTOR DESIGNATED BY PEST TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH THE TERMINIX INTERNATIONAL COMPANY, L.P. (TERMINIX) TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WITH YOUR TERMINIX CONTRACT.**

Customer CITY OF COALINGA Main Phone 5599351533 ALT Phone \_\_\_\_\_  
Customer Mailing Address , ,  
Property Address 155 W DURIAN AVE, COALINGA, CA 93210  
Description of Structure(s) Covered \_\_\_\_\_ Email mgarcia@coalinga.com

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

P.E.S.T. IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. FOR DAMAGES AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT TAG WILL BE PLACED IN THE ATTIC, SUB-AREA, OR A CONSPICUOUS PLACE IF THE PROPERTY DOES NOT HAVE EITHER UPON JOB COMPLETION.

**CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer Rules, as applicable,**

Customer or Representative (signature) \_\_\_\_\_ Date \_\_\_\_\_

Customer or Representative (Name and/or title) CITY OF COALINGA

-  
Authorized Agent (signature) \_\_\_\_\_

Authorized Agent (Name and Title) MEDINA-RIVAS, RUBEN Terminix Sales Professional

Company License No. 8150

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).



## **TERMS AND CONDITIONS**

1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, if deemed necessary by TERMINIX. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.
2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by PEST. Failure to allow PEST such access will terminate this Agreement without further notice.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, PEST DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PEST SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING TREATMENT.
4. **FORCE MAJEURE.** PEST shall not be liable to customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
5. **CHANGE IN LAW.** PEST performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.
6. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
7. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in or near the location of the Structure identified in this Agreement.
8. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
9. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
10. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.
11. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such

as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at [www.terminix.com/privacy](http://www.terminix.com/privacy).



VISALIA  
1337 N PLAZA DR  
VISALIA, CA 93291  
5597133683

Contract #: 118585-010424012709-6059

Inspection Date: 01/11/2024

Inspector: MEDINA-RIVAS, RUBEN

## Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: [https://licensed.com/orgs/terminix/public/chemical\\_documents](https://licensed.com/orgs/terminix/public/chemical_documents)

For NY customers, please select 'NY' as your locale

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# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Approve BSCC-ORT Evaluation Plan Agreement between Coalinga Police Department and California State University Fresno (CSUF) Foundation  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Jose Garza, Chief of Police

---

## I. RECOMMENDATION:

The City Manager and Police Chief recommend the City Council approve the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Evaluation Plan Agreement with California State University Fresno (CSUF) Foundation.

## II. BACKGROUND:

On October 5, 2023, the Council adopted Resolution No.4182 and Agreement No.1148-23 and accepted \$1.74M from BSCC-ORT. This is a three-year grant starting on October 1, 2023, through June 1, 2027. The BSCC grant requires a Local Evaluation Plan (LEP) to be completed by an outside agency to determine the impact and effectiveness of the program on the stated goals and performance measures. Criminology Professor Keith Clement from California State University, Fresno Foundation (Office of Research and Graduate Studies) is currently evaluating the same BSCC-ORT grant, awarded to Fresno Police Department, Clovis Police Department, and Fresno County District Attorney's Office. Professor Keith Clement has agreed to partner with the City of Coalinga Police Department to evaluate the program.

## III. DISCUSSION:

The BSCC-ORT Grant requires an Outside Evaluator to develop a Local Evaluation Plan to be submitted to BSCC-ORT by April 1, 2024. In addition, the grant requires the Evaluator to implement the LEP throughout the three-year grant period and complete and submit a final evaluation to BSCC-ORT by June 1, 2027. The grant has allocated \$83,096.00 to fund the evaluation portion of the grant. The MOU agreement Attachment A, Scope of Work provides details of the goals and performance measures. CSUF-Foundation agreed to evaluate the program in the amount of \$83,074.

## IV. ALTERNATIVES:

The Council could decide not to accept the agreement.

## V. FISCAL IMPACT:

\$83,074 from the BSCC-ORT Grant. There will be no fiscal impact to the General Fund.

## ATTACHMENTS:

File Name

Description



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
The City of Coalinga, California  
**and**  
**CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**

**Agreement Number:** 1  
**Period of Agreement:** 10/1/2023 through 6/1/2027  
**Amount of Agreement:** 83,074.00

**WHEREAS The City of Coalinga, California** desires to hire California State University, Fresno Foundation, a California nonprofit public benefit corporation, hereinafter referred to as “**Contractor**” to perform certain professional services under the terms and conditions contained in this Agreement for Professional Services (“Agreement”), and **Contractor** is agreeable to performing such professional services in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE, The City of Coalinga** and the **Contractor** agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

- A. The **Contractor** agrees to provide professional and/or technical services to The City of Coalinga, in accordance with and pursuant to the details of this agreement (“Agreement”), and specifically Attachment A – Scope of Work (“Work”), and Attachment B – Budget, both of which are attached hereto and incorporated herein by this reference.
- B. The **Contractor** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.
- C. In consideration of services rendered, **The City of Coalinga** agrees to pay the **Contractor** in accordance to the provisions of Article IV.

**ARTICLE II**  
**GENERAL PROVISIONS**

- A. This Agreement shall form the entire agreement and understanding between **The City of Coalinga** and the **Contractor**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.
- B. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. Both parties consent to the jurisdiction of the courts located in the State

of California. The parties agree that Fresno County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.

C. The **Contractor** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations.

D. Execution of this Agreement by **The City of Coalinga** will be authorization for the **Contractor** to proceed with the Work specified herein.

E. Programmatic Communications to **The City of Coalinga** shall be directed to:

Jose Garza, Chief of Police, Coalinga Police Department  
270 N. 6<sup>th</sup> St.  
Coalinga, CA 93210  
(559) 935-1525 ext. 152  
jgarza@coalinga.com

Fiscal Communications to **The City of Coalinga** shall be directed to:

Sean Young, Commander, Coalinga Police Department  
270 N. 6<sup>th</sup> St.  
Coalinga, CA 93210  
(559) 935-1525  
syoung@coalinga.com

Programmatic Communications to **Contractor** shall be directed to:

California State University, Fresno  
Keith Clement, Professor  
California State University, Fresno  
5241 N. Maple Ave., Fresno, CA 93740  
(559) 278-2305  
kclement@mail.fresnostate.edu

Fiscal Communications to **Contractor** shall be directed to:

California State University, Fresno Foundation  
Linda Christian, Post Award Manager  
4910 N. Chestnut Avenue  
Fresno, CA 93726  
(559) 278-0852  
(559) 278-0992 FAX  
[lindacar@csufresno.edu](mailto:lindacar@csufresno.edu)

### ARTICLE III

## **TERM**

The term of this Agreement shall be from **10/1/2023** through **6/1/2027**.

## **ARTICLE IV CHARGES, INVOICING, AND PAYMENT**

The total to be paid by **The City of Coalinga, California** to the **Contractor** is **\$83,074** for the period indicated above. **The Contractor** will submit an itemized invoice to **The City of Coalinga, California** on a quarterly basis not to exceed annual budget for the professional services described in Attachment A.

## **ARTICLE V INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Contractor** or any persons employed by or representing the **Contractor** including contractors or employees thereof. The **Contractor** shall control the manner and means of accomplishing the performance of the Agreement.

## **ARTICLE VI INDEMNIFICATION**

Unless otherwise expressly set forth in this Agreement, each party shall indemnify, defend, and save harmless the other, and their various directors, officers, agents, employees, boards, commissions, and departments, from and against any and all loss, damages, suits, claims (including actions by administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that may arise out of this Agreement or the parties' respective performance hereunder provided that any such loss, damages, suits, claims, penalties, costs, liabilities and/or expenses do not arise out of the intentional or negligent acts or omissions of the indemnitee or its various directors, officers, agents, employees, boards, commissions, and/or departments.

## **ARTICLE VII MODIFICATIONS**

The terms of this Agreement may be modified or amended only by a written instrument signed by both parties hereto.

## **ARTICLE VIII DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

## **ARTICLE IX Page 3 of 10**



## **NON-ASSIGNMENT**

Neither party shall assign, transfer, or further contract this Agreement, in whole or in part, without prior written approval of the other.

## **ARTICLE X SEVERABILITY**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

## **ARTICLE XI TERMINATION**

Either party may terminate this Agreement for cause or convenience, and at no cost or penalty to the terminating party, upon thirty (30) days' advance written notice to the other party. Upon early termination of this Agreement, **Contractor** shall refund that portion (if any) of prepaid amount specified in Article IV that represents work not performed as of the date of termination, net of expenses and obligations incurred by **Contractor** as of the date of the termination. If funds were not advanced to **Contractor**, upon any termination, **The City of Coalinga** shall be responsible to reimburse **Contractor** for expenses and obligations incurred by **Contractor** as of the date of termination.

**ARTICLE XII  
ENTIRE DOCUMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**CONTRACTOR**

California State University, Fresno Foundation  
4910 N. Chestnut Avenue  
Fresno, CA 93726  
(559) 278-0850  
(559) 278-0992 FAX

By \_\_\_\_\_

Joy J. Goto  
Interim Dean of Research and Graduate Studies  
Office of Research and Sponsored Programs  
California State University, Fresno

Date \_\_\_\_\_

By \_\_\_\_\_

Deborah S. Adishian-Astone  
Executive Director

Date \_\_\_\_\_

**The City of Coalinga**

City of Coalinga Police Department  
270 N. 6<sup>th</sup> St.  
Coalinga, CA 93210  
(559) 935-1525

By \_\_\_\_\_

Marissa Trejo  
City Manager  
City of Coalinga, California

Date \_\_\_\_\_

## **ATTACHMENT A SCOPE OF WORK**

### **Grant Performance Measures for California State University Fresno, Foundation regarding the Organized Retail Theft Prevention Grant Program (Performance Period of October 1, 2023 – December 31, 2026) (Contract Period of October 1, 2023 – June 1, 2027)**

CALIFORNIA STATE UNIVERSITY FRESNO, FOUNDATION

Goal: Develop a Local Evaluation Plan for Organized Retail Theft Prevention (Due to BSCC by April 1, 2024) and Develop a Final Local Evaluation for Organized Retail Theft Prevention grant program (Due to BSCC by June 1, 2027)

#### **Evaluator Roles and Responsibilities:**

1. Responsible for designing the evaluation plan for the BSCC Grant.
2. Responsible for the writing of the Local Evaluation Plan (LEP)
3. Review completed Quarterly Progress Reports (QPRs)
4. Responsible for the completion of the the Local Evaluation Report (LER)
5. Prepare project recommendations for local best practices and sustainability in the LER.

#### **Performance Measurements:**

Local Evaluation Plan: The purpose of the Local Evaluation Plan is to ensure that the program funded by Organized Retail Theft Prevention grant program can be evaluated.

The Plan is to include a detailed description of how the evaluator will assess the effectiveness of all the proposed funded projects. The Local Evaluation Plan can be submitted in either a narrative or bulleted format. The Plan should describe the research design that will be used to evaluate the effectiveness of the project, with the project goals (i.e. the expected benefits to participants or the community) and the project objectives (i.e. specific measurable accomplishments intended to advance project goals) clearly stated.

In addition, Plan should address two components: the process evaluation and the outcome evaluation, outlined in more detail below:

#### **Process and Outcome Evaluations:**

At a minimum, this section should:

1. Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
2. Define the target area/population (e.g., gender, age, risk factors, prior involvement with the justice system).

3. Define the criteria used to determine participant eligibility of the target area/population.
4. Describe the process for determining which intervention(s) and/or services the target area/population needs and will receive.
5. Describe the process of coordinating or collaborating with other entities, if any, such as public agencies (e.g., law enforcement, non-law enforcement, prosecutors' offices), community organizations, or retailers.
6. Describe existing or proposed policies to govern the use of surveillance technology (if applicable) including complying with applicable privacy laws/regulations and securing any data collected or stored.
7. Describe existing or proposed policies to limit racial bias.
8. Provide a description of the goals and specific and measurable objectives identified in the Project Work Plan of the proposal.

**Process Evaluation Method and Design:**

1. The research design for the process evaluation.
2. The plan to document activities within the project and/or services provided to each target area/population (e.g., maintaining a database, tracking staff hours, etc.). How each target area/population's progress will be tracked (e.g., baseline data, change in data, change over time).
3. How activity progress will be tracked (e.g., start dates, cases initiated/resolved, number of license plates read, etc.).
4. Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
5. How the process data will be collected, and the data source(s) used.
6. The project-oversight structure and overall decision-making process for the project.
7. How the project components will be monitored, determined effective, and adjusted as necessary.
8. The plan for documenting activities performed by staff and contracted providers, if applicable.
9. Procedures ensuring that the project will be implemented to fidelity, when applicable.
10. How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and

methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

**Outcome Evaluation Method and Design:**

1. The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
2. A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
3. The criteria for determining an activity's success in the project.
4. Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
5. How the outcome data will be collected, the timing of data collection, and the data source(s) used.
6. How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
7. The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.

**Project Logic Model:**

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

**Inputs/Resources:** "Inputs are various resources available to support the project (e.g., staff, materials, funding, equipment)."1 "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."2 **Activities:** Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.

**Outputs:** If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided. **Outcomes:** "Outcomes are the immediate, specific, measurable changes"3 due to the project. If the outputs are

achieved, then this is the change we expect to see. Outcomes may be grouped by:

- \* Short-Term- Timeframe (grant cycle, months)
- \* Medium-Term- Timeframe (grant cycle, months-years)

**Impacts:** The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).

**Final Local Evaluation:** The purpose of the final Local Evaluation is to document the activities that were carried out by the project.

The evaluation should describe the research design, as discussed in the previously submitted Local Evaluation Plan and Quarterly Progress Reports. The final Local Evaluation must describe the final outcomes of the program, including a determination of the degree of program success. Proving that a program worked is not an easy task. For example, if the goal of the program was to reduce recidivism, an applicant should specify the following:

a) A strategy for determining whether or not recidivism was lower at the end of the program as compared to before the program began.

b) A rationale for inferring that the reduction in recidivism was directly related to the program and not other factors unrelated to the program.

**ATTACHMENT B  
BUDGET**

SENIOR PERSONNEL				YEAR 1	YEAR 2	YEAR 3	
LAST NAME	INIT	POSITION ON GRANT	BASIS OF SALARY				TOTAL REQUEST
Clement	K	PI	ACADEMIC YEAR RELEASE	\$11,262	\$11,712	\$12,181	\$35,155
OTHER PERSONNEL							
LEVEL		POSITION ON GRANT					TOTAL REQUEST
UG/G		STUDENT RESEARCH ASSISTANT		\$578	\$578	\$578	\$1,734
FRINGE BENEFITS							
LAST NAME	INIT.	POSITION ON GRANT	FRINGE CATEGORY				TOTAL REQUEST
Clement	K	PI	ACADEMIC YEAR/CAL RELEASE	\$7,724	\$8,193	\$8,692	\$24,608
Student Research Assistant			STUDENT FRINGE	\$13	\$13	\$13	\$39
TOTAL DIRECT COSTS				\$19,577	\$20,495	\$21,464	\$61,536
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$19,577	\$20,495	\$21,464	\$61,536
IDC RATE							
35%			TOTAL INDIRECT COSTS	\$6,852	\$7,173	\$7,512	\$21,538
TOTAL PROPOSED COSTS				\$26,429	\$27,669	\$28,976	\$83,074

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Introduce and Waive the First Reading of Ordinance No. 864 Amending the Peddlers and Solicitors Licensing Requirements to Exempt Peddlers from the Licensing Requirements for those who do not Make Contact with the Occupants of the Residence

**Meeting Date:** Thursday, January 18, 2024

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

---

## I. RECOMMENDATION:

Introduce and waive the first reading of Ordinance No. 864 amending the peddlers and solicitors licensing requirements to exempt peddlers from the licensing requirements for those who do not make contact with the occupants of the residence.

## II. BACKGROUND:

The current Peddlers and Solicitors Ordinance (Ordinance 740) was enacted to regulate and manage peddling and solicitation activities within the city. While the existing ordinance establishes guidelines for obtaining permits and outlines permissible locations for peddling, the council requested that staff update the regulations to exempt peddlers from licensing who do not interact with the residential occupants.

## III. DISCUSSION:

Ordinance No. 864 adds an exemption to the licensing requirements for peddlers who do not initiate direct contact with residential occupants. This includes, but is not limited to, those who do not knock on doors, ring doorbells, or engage in any form of unsolicited communication with residents other than leaving a leaflet, business card or flyer.

## IV. ALTERNATIVES:

- Do not waive the first reading of Ordinance No. 864.

## V. FISCAL IMPACT:

None determined at this time.

## ATTACHMENTS:

File Name	Description
Ordinance_No_864_-_Peddlers_and_Solicitors.doc	Ordinance No. 864 - Peddlers-Solicitors



## **ORDINANCE NO. 864**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA UPDATING LICENSE EXEMPTIONS FOR PEDDLERS AND SOLICITORS WITHIN THE CITY OF COALINGA**

The City Council of the City of Coalinga does ordain as follows:

**Section 1.** Sec. 5-9.03(c) of the Coalinga Municipal Code related to peddlers and solicitors is added to read as follows:

#### **Section. 5-9.03 – License required; exemption.**

- (c) A peddler, with a current city of Coalinga business licenses, who enters the premises of a private residence, without attempting contact with the occupants, for the sole purpose of leaving leaflets, flyers, business cards or something similar, for services to be performed in the future is exempt from the licensing requirements of this chapter including the payment of fees. Such peddlers shall be subject to Section 5-9.08 and Section 5-9.09 of this chapter.

**Section 2.** This Ordinance shall take effect 30 days after its adoption.

**Section 3.** The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Coalinga, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

(this area intentionally left blank)

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, California, at a regularly scheduled meeting held on January 18, 2024, and was passed and adopted by the City Council at a regular meeting held on February 1, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Mayor  
City of Coalinga

ATTEST:

---

City Clerk/Deputy City Clerk  
City of Coalinga

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Code Enforcement Monthly Report for November 2023  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo  
**Prepared by:** Yaneth Ibarra, Code Enforcement Officer

---

**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
▣	November_2023.pdf	Code Enforcement Report November 2023

## Code Enforcement Activity

<b>November 2023</b>	<b>Notices</b>	<b>Pending</b>	<b>Cited</b>	<b>Completed</b>
Accumulation of Vehicles	1			1
Dead Trees	1			1
Grafitti	1			1
Unpermitted Food Vendors	2			2
Junk Trash Debris	10		1	9
Leaves on the curb	2			2
Over Grown Weeds	2			2
Over Hanging Palm Trees	9		1	8
RV on the street	2			2
Semi- Trucks on City Limits	1			1
Vehicles on Lawn	2			2
Unlicensed Business	9		7	2
Weeds & Bushes	2			2
<b>Total</b>	<b>44</b>		<b>9</b>	<b>35</b>
72 Hour Parking Warning	5			5
Vehicle Tows				
<b>Water Conservation</b>	<b>1</b>			<b>1</b>

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE  
AUTHORITY**

**Subject:** Code Enforcement Monthly Report for December 2023  
**Meeting Date:** Thursday, January 18, 2024  
**From:** Marissa Trejo  
**Prepared by:** Yaneth Ibarra, Code Enforcement Officer

---

**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
📎	December_2023.pdf	Code Enforcement Report December 2023

## Code Enforcement Activity

December 2023	Notices	Pending	Cited	Completed
Dead Trees	1			1
In-Op Vehicles	2			2
Junk Trash Debris	4		2	2
Over Grown Weeds	4		2	2
Over Hanging Palm Trees	4			4
RV on the street	2			2
Obstructing Side walk-Hazard	1			1
Garbage Cans in front of yard	30			29
Vehicles on Lawn	2			2
Vehicle Abatement	4			4
Unlicensed Business	2		2	
<b>Total</b>	<b>56</b>	<b>0</b>	<b>6</b>	<b>49</b>
72 Hour Parking Warning	8		4	8
Vehicle Tows				
<b>Water Conservation</b>				

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Discussion and Direction regarding a Potential Ordinance Language Change relating to Setback Requirements for Non-Permitted Accessory Structures

**Meeting Date:** Thursday, January 18, 2024

**From:** Marissa Trejo, City Manager

**Prepared by:** Marissa Trejo, City Manager

---

## I. RECOMMENDATION:

There is no staff recommendation at this time. This item was a future agenda item requested by Councilman Vosburg.

## II. BACKGROUND:

Section 9-5.101 of the planning and zoning code regulates the placement, height, size, and setbacks for accessory structures.

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any Zoning District.

## III. DISCUSSION:

It was requested by Councilman Vosburg to look at the current regulations and determine if there are some reasonable changes to the code that would allow the placement of particular accessory structures within the existing setbacks when placed in the rear yard of properties.

Here is a summary of the code regulations as it relates to setbacks for accessory structures.

**Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than five (5) feet to any rear property line. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be closer than one foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building. Possible changes to consider related to setbacks could be:

- Reducing the minimum side/rear setback for accessory structures that do not require a permit (at or under 120 square feet);
- Reducing the minimum side/rear setback for all accessory structures;
- Reducing the rear/side setback for a property where the rear yard is adjacent to an arterial, collector roadway (similar to the alley exception but include adjacent roadways).
- Staff can discuss more options at the meeting at the councils discretion.

Here is a link to the planning and zoning code regulations for accessory structures: Accessory Structures

#### **IV. ALTERNATIVES:**

None at this time.

#### **V. FISCAL IMPACT:**

None at this time.

#### **ATTACHMENTS:**

File Name	Description
No Attachments Available	