



AMENDED CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**February 7, 2019
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 Regular Meeting, on February 7, 2019 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the 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 by Marcus Asay Regarding the Proposed International Air Cargo Facility
2. Mary Blyth Jones, Citizen of the Year
3. Dawn Kahikina, Volunteer of the Year
4. Cross Fit Green Shed, Business of the Year

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. 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.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - January 3, 2019 (Amended)
2. Waive Second Reading and Adopt Ordinance No. 826 Amending the Planning and Zoning Code Related to Regulating Requests for Second Residential Driveways
3. Update on Repairs of Ladder Truck
4. Approve Contract with Coalinga State Hospital for Ambulance Service
5. Police Department Annual Report
6. Public Works & Utilities Monthly Report for January 2019
7. Fire Department Report – December 2018
8. City Council's Consideration and Approval of the Lease Agreement with the IMAGINARIUM: Institute of Fine Arts for the property located at 180 Pierce Street-Community Garden

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Waive Second Reading and Adopt Ordinance 817 and Resolution 3888 regarding Commercial Vehicle Parking
Michael Salvador, Chief of Police
2. Council Direction Related to Considering the Trestle Bridge Near Hannah and Phelps Ave as a Historical Landmark
Sean Brewer, Community Development Director
3. Council Discussion and Direction regarding a Code Amendment for the Residential Estate Zone, Fences and Decorative Features
Sean Brewer, Community Development Director
4. Council Direction Regarding Staff Findings Related to Managing Cannabis Odor and Potential Amendments to the City's Existing Regulations
Sean Brewer, Community Development Director

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 LABOR NEGOTIATORS – Government Code 54957.6.
CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora.
EMPLOYEE (ORGANIZATION): Coalinga's Police Officer's Association

10. ADJOURNMENT

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. CLOSED SESSION REPORT (NONE)

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

Subject: Approve MINUTES - January 3, 2019 (Amended)
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

| File Name | Description |
|---|-------------------------------------|
| ▣ MINUTES_AMENDED_For_Council_s_Approval_010319.pdf | Minutes - January 3, 2019 (Amended) |

Minutes
AMENDED
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
January 3, 2019

1. CALL TO ORDER 6:00 PM

Council Members Present: Vosburg, Stolz, Ramsey, Lander, Adkisson

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Community Development Director Sean Brewer, Assistant to the City Manager Shannon Jensen, Financial Services Director Jasmin Bains, Public Works and Utilities Director Pete Paciado, Police Chief Michael Salvador, Police Captain Darren Blevins, City Treasurer James Vosburg, City Clerk Wanda Earls

*Motion by Ramsey, Second by Stolz to Approve Agenda for Meeting of January 3, 2019. Motion **Approved** by a 5/0 Majority Voice Vote.*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation by Westside Preservation Services Network

Jaime A. Arteaga, MA, Program Director Coalinga Neighborhood Resource Center

We were founded in 1996 in Huron to help victims of domestic violence.

Services include:

- Case Management
- Food Distribution
- Translation Services
- Home Visits
- Support Groups
- Parenting Classes
- Victims of Violence Assistance
- Tutoring
- Fax and Limited Copy Services
- Employment Referrals
- Housing Information/Services

From our office in Coalinga, we collaboratively, as a network, to strengthen families and prevent child neglect and abuse in the fifteen nearby rural communities we serve.

Comments:

- Screening of fund distribution – no screening
- 4th Monday of each month from 9:00-12:00 is food distribution
- Huron City Maintenance Employees pickup for some
- Resource Center free of charge
- Increase action for child abuse
- Outreach Fresno County
- Home Visit for mothers with problems
- CPS referrals to stabilize families
- PD sends them referrals
- Great resources available
- Hold hands sometimes
- Homeless have no shelter
- Stabilize them, finding homes, work or mental health
- Health funding for homeless and need shelters
- Day center possibility – overnight not funded
- Homeless don't want to be in Fresno but in communities
- County not passing down monies
- Fresno County doesn't help
- We need help
- Private meeting with executive director will be scheduled

2. Public Unveiling of PD Lipsync Video and Recognition of City Staff Involved

This is a project that has been in the works since August. On November 8th the Police Department shot its video with the help of a production crew from Los Angeles. This video has completed its post production work and is ready for its debut. We hope the community likes it. Production services and support were donated by Claremont Capital Partners, Code-3 IT, and Roc nation.

Police Chief Salvador introduced the Lip-sync Video and all who help to produce it. Casey Dalton's brother Dan Dalton is Jay Z's (Rock Nations) producer and from there a conference call was made and things began to happen at no expense to the PD. He has a YouTube and it is on Facebook. The City Council, schools and the community were supportive. Thank you to Ocean Grown and Rock Nation for their support.

There are many people who helped to include PD and City staff members.

The Coalinga PD Lip-sync was enjoyed by all.

3. CITIZEN COMMENTS

Mr. Bill Lewis reported that March 5 is an important date because Measure R is on the ballot for reestablishing the Coalinga Hospital with emergency room, acute care and other services. The

taxpayers have to approve the Measure and the Measure needs to pass. The local doctors are in support of the hospital reopening.

Ms. Mary Jones indicated the Hospital Board is 100% different and they have two vacancies open.

Ms. Holly Blair, Lemoore City Council Member indicated that Council Member Adkisson trolled her social pages. She has screen shots. She attended West Hills College and made her home here and cares about this community.

Council Member Adkisson asked for evidence.

Mr. Matthew Apple AKA John Sunlight in local newspaper. He is the self-appointed Emperor of Coalinga in full dress. He indicated the Council needs leadership. He thanked Mayor Vosburg. Coalinga's future needs guidance and vision.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - December 6, 2018
2. Waive Second Reading and Adopt Ordinance No. 825 Amending the Planning and Zoning Code Related to Regulating Requests for Second Residential Driveways
3. Adopt Resolution No. 3883 Accepting and Approving the Election Results from the November 6, 2019 Consolidated Statewide General Election
4. Introduce and Waive First Reading of Ordinance No. 815 Providing for a One-Percent Transactions and Use Tax and Adoption of Resolution No. 3884 Authorizing the Examination of Transactions (Sales) and Use Tax Records for the Implementation of the New Tax
5. Review and Approve Regulatory Permit for Kikoa Inc.
6. Authorize Purchase of Bobcat Mini Excavator for Public Works
7. Consideration of Bid Award for WWTP Improvements Project
8. Adopt Resolution No 3886 Approving USBR Water Supply Contract Two-Year Extension
9. Public Works & Utilities Monthly Report for December 2018

Council Member Ramsey pulled item 2 for explanation and Mayor Vosburg pulled Item 9 for report highlights.

*Motion by Lander, Second by Adkisson to Approve Consent Calendar Items 1, 3, 4, 5, 6, 7 and 8. Motion **Approved** by a Roll-call 5/0 Majority Vote.*

*Motion by Ramsey, Second by Lander to Approve Consent Calendar Item 2. Motion **Approved** by a 5/0 Majority Roll-call Vote. This item is to be brought back with a Resolution to the Ordinance.*

*Motion by Adkisson, Second by Lander to Approve Consent Calendar Item 9. Motion **Approved** by a 5/0 Majority Voice Vote.*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Review, Approve and Waive First Reading of Ordinance 817 related to Commercial Vehicle Parking

Michael Salvador, Chief of Police

This is in response to a future agenda item to clarify the status of commercial parking in the City of Coalinga. This item was tabled September 6, 2018.

The Coalinga Municipal code has several sections that deal with commercial parking in a variety of ways. First there can be no commercial vehicle parking in residential areas. Outside of the residential area restriction, a commercial vehicle over 6000 pounds cannot park on the street between 9:00 pm and 6:00 am with a couple of minor exclusions. Then there is another section that prohibits parking of commercial truck 9000 pounds or greater on a city street for longer than four hours. This ordinance is effective only if there are signs placed notifying the public of the restriction.

These ordinances are confusing and are difficult to enforce. In 2009, there was an unsuccessful attempt to pass a clarification ordinance designating areas where commercial trucks could park. Staff has done extensive research into neighboring city ordinances and is proposing a new ordinance.

Staff is recommending that the two commercial truck ordinances in Title 4 be replaced by this proposed ordinance. This ordinance consolidates the gross vehicle weight at 10,000 pounds for a commercial vehicle. It contains examples of restricted vehicles. It gives the Council the ability to designate truck parking areas. Finally it has a maximum time limit a commercial vehicle can be legally parked in a designated area.

Staff believes that this will simplify the process for commercial truck parking and give the Council the necessary flexibility needed to address needs as they come up.

Comments:

- Ordinance 10 years old
- Signs must be placed
- What is a commercial truck
- Exceptions: Delivery trucks, Fed X, etc., Fire Trucks
- Action by Resolution
- Signage at entrances of City
- Ordinance remains same, resolutions provide change

- Several suggestions for parking, Westside Elm and Forest open field, Southside of Phelps, hospital area, Monterey/Madison
- Truck drivers live here, pass and bring back with options
- Economic opportunities
- Self Parking Permits
- To be brought back on 17th with resolution for three areas
- 6 trucks needs a home
- Mayor read 4.4.721
- Truck leaking City responsibility?
- Ordinance addresses issue
- What do other cities do?
- Looked at 10 other cities
- Took from other city ordinances
- Fresno permits parking on certain days
- Need territory for use
- Are their issues on Monterey with right of way?
- First come, first serve, 500' of frontage needed
- Next Council Meeting

Ms. Mary Jones indicated that 50-100 people walk on that road.

Police Chief Salvador said it is further north.

Mr. Michael Jennings expressed his concerns regarding truck parking at Juniper Ridge. Safety issues with ingress/egress. Environmental issues with trash, oil refuse, etc. Issues need to be resolved because they are only at 1/10th of what is going to be built out there. The issues need to be resolved by the chief and mayor.

Mayor of Avenal, Alvaro Preciado, commented but some of what was said could not be understood.

*Motion by Lander, Second by Ramsey to Approve First Reading of Ordinance 817 Related to Commercial Vehicle Parking. Motion **Approved** by a 5/0 Majority Roll-call Vote.*

2. Discussion and Direction Regarding Credit Card Payments Accepted by the City of Coalinga for Utility Billing Payments
Financial Services Director Jasmin Bains

The City of Coalinga adopted Resolution No. 3647 on July 10, 2014 establishing a convenience fee to enable Paymentus Corporation to provide the service of credit card payments for utility billing customers.

Paymentus currently provides electronic bill payment service for a fee of \$2.95 per transaction in increments of \$200.00. The convenience fee of \$2.95 is charged to the credit cardholder and collected directly by Paymentus.

The service by Paymentus allows City utility customers the convenience of making utility payments 24/7 via interactive Telephone Voice Response System and Web payments through a link from the City's website.

Since the conversion of the new accounting software it has become necessary for the City to enter into an agreement with Open Edge as they are the preferred third-party merchant for Tyler Technologies. In order for the City to take an advantage of the lower utility Visa rates the City needs to start paying for the credit card fees as part of doing business.

The City Council has the option of absorbing the fees associated with the acceptance of credit cards payment to be paid out of the Enterprise Funds as a cost of providing this service to the utility billing customers. Such fees will be collected as part of the user fees charged to the utility customers.

Comments:

- Enterprise Funds should absorb costs
- Cost of doing business
- New software accommodates customers
- City will get bill

Mr. Matthew Apple questioned charging people to pay their City bills. How long?

FSD Bains explained it is a fee paid to the credit card company. All credit card companies charge fees. City will take care of costs.

Mr. Apple asked why so long. Why are you not helping the customers?

City Manager Trejo said fees will be paid by the Enterprise Funds.

Mr. Roger Tiffin said he understands but doesn't want to pay for others using their credit cards.

FSD Bans said it is a cost of doing business.

Mr. Tiffin said he will support. Pass the cost along.

Mayor Vosburg said more people will be paying in a more timely matter.

Mayor Pro-tem Stolz asked about the cost to the Enterprise Funds.

FSD Bains said we won't know until bill is received.

*Motion by Ramsey, Second by Lander to Direct Staff to Pay out of the Enterprise Funds the Cost of Providing This Service (Credit Card Payment of Utility Bills) to the Utility Billing Customers. Direction **Approved** by a 5/0 Majority Voice Vote.*

3. Swearing In of Newly Elected Council Member Ray Singleton, Council Member Ron Ramsey and Council Member Adam Adkisson
Marissa Trejo, City Manager

Mayor Vosburg swore in newly elected Council Members Ray Singleton, Ron Ramsey and Adam Adkisson who invited his family to participate in his swearing-in.

4. Discussion, Direction and Potential Action regarding Reorganization of the City Council
Marissa Trejo, City Manager

City Manager Trejo said this item is generally placed on the agenda of the City Council meeting following the swearing in any new City Council Members.

Motion by Adkisson, Second by Ramsey to Elect Ron Lander as Mayor. Motion Approved by a 5/0 Majority Roll-call Vote.

Motion by Adkisson, Second by Lander to Elect Ron Ramsey as Mayor Pro-tem. Motion Approved by a 4/0 Majority Roll-call Vote. (Stolz Voted "No")

5. Recognition of the Service of City Council Member/Mayor Nathan Vosburg and City Clerk Wanda Earls
Marissa Trejo, City Manager

Mayor Nathan Vosburg was honored with a plaque by Mayor Ron Lander acknowledging his four years of service to the City Council and City of Coalinga.

Mayor Vosburg mentioned the accomplishment within his four years of service including reducing the City debt by 92%. He had an extensive list of individuals he expressed appreciation and thanks to for their support including present and past council members, staff members and individuals seated in the audience. He spoke for quite a long time honoring each person with humor and gratitude.

City Clerk Wanda Earls was presented with a plaque by Mayor Ron Lander for her 14 years of service to the City Council and City of Coalinga.

Ms. Earls expressed her appreciate for the support extended to her by present and past council members and especially Mr. Sean Brewer and Ms. Shannon Jensen for their individual support to her. She expressed her opinion about the excellent staff the City has and hopes they all get raises.

7. CITIZEN COMMENTS

Ms. Barbara Rodriguez spoke of Lemoore City Council Member Holly Blair who spoke earlier in the meeting to discredit Council Member Adkisson. She read from her cell phone comments about Ms. Blair to include that she has been censored by the City of Lemoore regarding her conduct and breach of trust and confidence for her statements and inappropriate conduct. She has been directed not to attend any public functions as a Council Member.

It was suggested that the City of Lemoore be notified in reference to Ms. Blair's comments at the Council Meeting tonight.

As Ms. Blair approached the podium, Mayor Lander cautioned against any degrading remarks.

Ms. Blair said she is speaking as a private individual and she loves this town and she cares about what happens here.

Ms. Robin Scott presented City Council Member Adkisson with one of his signs regarding his campaign with signatures of many supporters. She indicated that she has a pen for others to sign if interested. There was applause honoring Council Member Adkisson.

Council Member Adkisson accepted the sign stating others are welcomed to sign if they want.

Mr. Benjamin Kahikina, Executive Director of the Chamber of Commerce invited everyone to the Grand Opening of the Best Western Motel from 4:30 to 8:00 PM on the 17th. The Chamber's Annual Dinner is coming up on February 2 at Harris Ranch. There will be dinner and awards.

8. ANNOUNCEMENTS

City Manager Trejo said she has brochures from first presentation by Westside Preservation Services Network.

Also, on the 17th at 6:15 is the ribbon cutting for the Best Western Motel.

City Manager Trejo expressed her appreciation to all who participated in the gift program. Forty families were chosen, and 115 children received shoes, socks, a jacket and toys. Santa's workshop was great and Public Works decorated the entrance to City Hall. There was \$6K in donations.

Mayor Pro-tem Ramsey reminded everyone you cannot water from the 13th to 19th due to Westland's Canal maintenance.

Public Works and Utilities Director Pete Paciado emphasized no watering because the City could run out of water.

Mayor Lander thanked City Manager Marissa Trejo for her leadership role for the Christmas Gift Program for the families for Christmas. She certainly should be honored to be called Mrs. Santa Claus because her office was full of gifts. He acknowledged the many staff members assisting with wrapping the gifts, etc. He understands her home was covered with gifts, also.

Mayor Lander expressed he is pleased to sit in the mayor's position again. He reminded everybody that the staff is the bloodline of this community. Please feel free to call or contact him at anytime.

9. FUTURE AGENDA ITEMS - None

10. CLOSED SESSION

1. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 100 E.Walnut Avenue, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: AMG & Associates and/or assign. UNDER NEGOTIATION: Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of
Section 54956.9 – 1 case

11. ADJOURNMENT 8:40 PM

There was no indication of an announcement out of Closed Session.

Ron Lander, Mayor

City Clerk/Deputy Clerk

February 7, 2019
Date

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

Subject: Waive Second Reading and Adopt Ordinance No. 826 Amending the Planning and Zoning Code Related to Regulating Requests for Second Residential Driveways
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Community Development Director

I. RECOMMENDATION:

Staff is recommending that the City Council approve a zoning text amendment by adopting Ordinance No. 826, amending the Planning and Zoning Code related to regulating requests for second driveways in residential districts.

II. BACKGROUND:

On January 3, 2019, the City Council approved a zoning text amendment in the form of an ordinance that established regulations for permitting second driveways in residential districts. Included in that ordinance was a provision exempting knuckles and cul de sacs from the regulations prohibiting the installation of a second driveway. The City Council requested that City Staff bring back an updated ordinance removing that exemption to allow cul de sacs and knuckles to apply for second driveways as long as all the provisions of an encroachment permit for a second driveway can be met and further reviewed and approved by the City Engineer.

On January 17, 2019 the City Council introduced and waive the first reading of Ordinance 826.

III. DISCUSSION:

Staff has prepared an ordinance that would remove the exemption for cul de sacs and knuckles and permit said properties to apply for an encroachment permit for a second driveway so long as they meet all the criteria for a second driveways and has been further reviewed and approved by the City Engineer.

A copy of the ordinance has been attached to this report in order to see the changes to section 9-4.309.

Public Notification: A public hearing notice was prepared and circulated in accordance with State and Local law as it relates to zoning text amendments. The Public hearing notice was posted at City Hall, the Police Department, Fire Department, Coalinga Library, Coalinga Area Chamber of Commerce, City's Website and it ran in the Coalinga Press.

California Environmental Quality Act: Staff has determined that this action would be exempt from the California Environmental Quality act pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen that these actions will not have a significant effect on the environment.

IV. ALTERNATIVES:

- Do not waive the second reading and adopt Ordinance No. 826 - staff does not recommend.

V. FISCAL IMPACT:

When a zoning text amendment is brought before the City Council and City Council the following standard findings must be made for each Zoning Ordinance amendment. Specific findings may also be required by the decision-making body on a case-by-case basis.

- (1) The proposed Zoning Ordinance amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- (2) The proposed Zoning Ordinance amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.
- (3) If applicable, the site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.
- (4) The proposed Zoning Ordinance amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.

Staff has determined that this action would be exempt from the California Environmental Quality act pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen that these actions will not have a significant effect on the environment.

ATTACHMENTS:

| File Name | Description |
|---|-------------------|
|  ORD#826_2nd_Read_Second_Driveway_Exemption_for_Cul-de-sacs_020719.pdf | Ordinance No. 826 |

ORDINANCE NO. 826
SECOND DRIVEWAY STANDARDS

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA
AMENDING TITLE 9, CHAPTER 4, ARTICLE 3, OF THE CITY'S DEVELOPMENT
CODE RELATED TO SECOND DRIVEWAYS IN RESIDENTIAL DISTRICTS**

THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:

SECTION 1. AMEND SECTION 9-4.309 OF ARTICLE 3 OF CHAPTER 4 OF TITLE 9 TO READ AS FOLLOWS:

Sec. 9-4.309. - Driveways.

(a) The following standards apply to driveways in all development districts unless otherwise specified. Exceptions to the following standards and requirements may be requested and are subject to decision by the Planning Commission and the City Engineer.

(1) *Width.* All driveways are limited to a combined maximum width of thirty-five (35) feet or forty-five (45) percent of the width of the parcel's frontage, whichever is less unless authorized by the City Engineer.

(2) *Visibility.* Driveway view triangles shall be subject to the visibility standards provided in Section 9-4.214 of this chapter.

(3) *Residential districts.* Driveways within Residential districts are subject to the following standards:

a. Properties are limited to one driveway per parcel unless an encroachment permit has been obtained from the Public Works Department for a second driveway and all of the following standards have been met:

b. No more than 50% of the entire front yard area may be paved regardless of purpose. (i.e. driveways, walkways, etc.)

c. Space must be provided behind the building setback for parking. No parking in the front yard

d. No more than 50% of lot frontage of any parcel shall be devoted to driveways.

e. A minimum 20' clear distance per lot frontage is required for on-street parking.

f. Handicap ramps are not permitted driveway approaches.

g. A secondary driveway for RV's may be allowed on corner lots with the approval of an encroachment permit from the Engineering Division.

h. Second Driveways must be located at a minimum of 2' from any property line.

i. Driveways must be a minimum width of 15', including flares, and a maximum width of 30'.

j. Driveways shall conform to all City Standards.

k. Cul-de-sac & knuckles are permitted subject to review and approval by the City Engineer and subject to all other standards related to second driveways.

(4) *U-shaped driveways*. U-shaped driveways, or driveways with more than one connector to a street, alley, roadway, or other public right-of-way, shall be subject to the following standards:

- a. U-shaped driveways are permitted only within Residential districts.
- b. U-shaped driveways are restricted to parcels with a width of at least 100 feet along the parcel's frontage.
- c. The combined width of all entrances/exits of U-Driveways shall not exceed thirty-five (35) linear feet.
- d. All U-shaped driveways must include a twenty-five (25) foot separation between each entrance/exit along the parcel's frontage, measured from the outside of the driveway flare.

(5) *Through-lots*. All standards and provisions of this section shall apply to driveways on through-lots, unless transitional standards within Chapter 2 of this title permit otherwise.

SECTION 2. EFFECTIVE DATE;

This Ordinance shall take effect 30 days after its adoption.

SECTION 3. PUBLICATION.

The City Clerk is directed to cause this ordinance or a summary of this ordinance to be published as required by state and local law.

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, California, at a regular scheduled meeting held on January 17, 2019, and was passed and adopted by the City Council at a regular meeting held on **February 7, 2019**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor, City of Coalinga

ATTEST:

City Clerk

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

Subject: Update on Repairs of Ladder Truck
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Dwayne Gabriel, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

This is a future agenda item from Councilman Adkisson. His request was for an overview of the repair costs for the Ladder Truck over the last few years.

III. DISCUSSION:

The ladder truck was removed from service in May 2018 when a hydraulic leak was found on one of the outriggers. The truck was taken to Burtons Fire Apparatus in Modesto for the repair of various problems including the outriggers, and was taken to Terminal Air Brakes in Fresno to repair the air leaks in the system we had been experiencing. The truck was finished and back in the city on January 22, 2019.

A review of the repair costs to this apparatus is as follows:

2018/19 Budget Year: \$14,264.69

2017/18 Budget Year: \$7,677.20

2016/17 Budget Year: \$7,530.56

The truck remains an important part of the fleet. Unfortunately, there are not many repair centers in the state for fire equipment. The time the unit was out of service is unusually long. Some of the time can be attributed to how busy these places are, and some can be attributed to locating and obtaining parts for a truck of this age (32 Years old). Previous repairs were completed in about a month or two.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Approve Contract with Coalinga State Hospital for Ambulance Service
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Dwayne Gabriel, Fire Chief

I. RECOMMENDATION:

Fire Chief Gabriel recommends approving and authorizing the City Manager to execute the renewal contract to provide Ambulance Service to Coalinga State Hospital.

II. BACKGROUND:

The Fire Department has provided ambulance service to the Coalinga State Hospital since it opened in 2005. The Coalinga State Hospital is located within the region our ambulances cover under our contract with the Central California Emergency Medical Services Authority. The contract before you is the funding mechanism the State of California uses to procure and pay for the services their facilities use.

III. DISCUSSION:

This contract represents a renewal of our previous contract which will expire on June 30, 2019, or when the funding specified in that contract is utilized. The terms of our agreement are unchanged from the previous contract. The compensation for ambulance services remain at 120% of the Medicare Fee Schedule.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

Unchanged from previous years.

ATTACHMENTS:

| File Name | Description |
|--|----------------------------------|
| <input type="checkbox"/> 2019_Coalinga_State_Hospital_Contract.pdf | Coalinga State Hospital Contract |

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

19-64008

PURCHASING AUTHORITY NUMBER (if applicable)

DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals – Coalinga

CONTRACTOR NAME

City of Coalinga

2. The term of this Agreement is:

START DATE

July 1, 2019 or upon DGS approval, whichever is later

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$1,500,000.00

One Million Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS | TITLE | PAGES |
|----------------------------|---|-------|
| Exhibit A | Scope of Work | 8 |
| Exhibit A, Attachment 1 | Custodial Responsibilities and Practices | 3 |
| Exhibit B | Budget Detail and Payment Provisions | 4 |
| Exhibit C * | General Terms and Conditions | 0 |
| Exhibit D | Special Terms and Conditions | 9 |
| Exhibit E | Confidentiality and Information Security Provisions | 7 |
| Exhibit F | Insurance Requirements | 4 |

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Coalinga

CONTRACTOR BUSINESS ADDRESS

155 West Durian

CITY

Coalinga

STATE

CA

ZIP

93210

PRINTED NAME OF PERSON SIGNING

Marissa Trejo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1600 9th Street, Room 101

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Dawn DiBartolo

TITLE

Chief, Acquisitions and Business Services Office

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

| | |
|------------------------------|---|
| AGREEMENT NUMBER 19-64008 | PURCHASING AUTHORITY NUMBER (if applicable) DSH-4440 |
|------------------------------|---|

EXEMPTION, IF APPLICABLE

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

- A. City of Coalinga, hereafter referred to as Contractor, agrees to provide all materials, supplies, tools, equipment, licenses, permits, insurance, personnel, and any other items necessary to provide Emergency and Non-Emergency Ambulance Services (as defined in Section 6) to the Department of State Hospitals (DSH) – Coalinga © pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

- A. The services shall be performed for the Department of State Hospitals at the following location(s):

| | |
|--|--|
| <input type="checkbox"/> DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001 | <input checked="" type="checkbox"/> DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210 |
| <input type="checkbox"/> DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650 | <input type="checkbox"/> DSH-Patton 3102 East Highland Avenue Patton, CA 92369 |
| <input type="checkbox"/> DSH-Sacramento 1600 9 th Street, Room 101 Sacramento, CA 95814 | <input type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293 |

Contractor shall provide services pursuant to this Agreement at the locations indicated above. Contractor agrees to provide services described in this Agreement at any of the other locations above, pursuant to an amended Agreement.

For such amendments, and where a single location was designated as the primary location for services, the Contractor shall bill the additional locations at the same rates as in this Agreement unless otherwise specified. Where multiple locations were designated as primary locations, the Contractor shall bill the additional locations at the average of the rates billed in this Agreement for the primary locations.

Funding shall be encumbered for the additional locations at the time of amendment and in accordance with the same encumbrance methodology as was used in the original Agreement. If the DSH and the Contractor agree to have the Contractor provide services to other DSH locations, the contractor shall invoice the additional location(s) as outlined in Exhibit B of the amended Agreement. These invoices shall be addressed as indicated by the DSH at the time of the Agreement to service additional locations.

3. SERVICE HOURS:

- A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement will be:

Contract Manager:

| | | | |
|--|------------------------|--|-----------------------|
| Department of State Hospitals: Coalinga | | Contractor: City of Coalinga | |
| Section/Unit: Central Medical Services | | Section/Unit: | |
| Attention: Jonathan Hamrick, AMD | | Attention: Shannon Jensen | |
| Address: P.O. Box 5000 Coalinga, CA 93210 | | Address: 155 West Durian Coalinga, CA 93210 | |
| Phone: (559) 935-4270 | Fax: (559) 935-7118 | Phone: (559)935-1533 x113 | Fax: (559)935-5918 |
| Email: Jonathan.hamrick@dsh.ca.gov | | Email: sjensen@coalinga.com | |

Administrative Contacts (all administrative inquiries should be directed to):

| | | | |
|--|------------------------|---|------------------------|
| Department of State Hospitals: Coalinga | | Contractor: City of Coalinga | |
| Section/Unit: Procurement | | Section/Unit: | |
| Attention: Kelsi Counter | | Attention: Dwayne Gabriel, Fire Chief | |
| Address: P.O. Box 5000 Coalinga, CA 93210 | | Address: 300 W. Elm Coalinga, CA 93210 | |
| Phone: (559) 935-7231 | Fax: (559) 935-7319 | Phone: (559)935-1652 | Fax: (559) 935-1638 |
| Email: Kelsi.counter@dsh.ca.gov | | Email: | |

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide DSH with Emergency and Non-Emergency Ambulance Services.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall evaluate DSH patients, make necessary recommendations, institute treatment when appropriate, and prepare progress notes or consultation reports on the day services are provided. In more urgent cases, Contractor shall immediately notify the Chief Physician and Surgeon or designee of the applicable state hospital.
- B. Procedures or services recommended by Contractor beyond those initially requested require review and approval by the Chief Physician and Surgeon or designee prior to completion of such procedures or services.

- C. Contractor shall provide Basic Life Support (BLS), Limited Advanced Life Support (LALS), and/or Advanced Life Support (ALS). All services shall be provided in accordance with the Health and Safety Code, division 2.5 (commencing with section 1797). BLS services shall include the provision of basic life support and first aid. LALS include pre-hospital emergency medical care limited to techniques and procedures that exceed BLS, but are less than ALS, and that are approved by the local Emergency Medical Services Authority (LEMSA), pursuant to Health and Safety Code, section 1797.178 and California Code of Regulations, title 22, chapter 3, article 2, section 100106. ALS services shall be pre-hospital emergency medical care, and may include, but not be limited to, the following services, supplies, and equipment:
- i. Cardiopulmonary resuscitation,
 - ii. Cardiac monitoring,
 - iii. Cardiac defibrillation,
 - iv. Advanced airway management,
 - v. Intravenous therapy supplies,
 - vi. Administration of approved pre-hospital care drugs and other medicinal preparations,
 - vii. Advanced airway management equipment,
 - viii. Oxygen/ventilation management equipment,
 - ix. Advanced shock management equipment,
 - x. Cardiac monitoring equipment with synchronized cardio-version and defibrillation capabilities,
 - xi. Long/short backboards, traction-type splints and splinting equipment
 - xii. Intravenous (IV) supplies,
 - xiii. ALS medications,
 - xiv. Restraint equipment,
 - xv. Bandage/hemorrhage control equipment,
 - xvi. Pneumatic anti-shock trousers,
 - xvii. LALS or ALS medications appropriate for the type of services needed.
- D. Contractor shall maintain, throughout the term of the contract, a valid ambulance service permit, a nontransferable California Highway Patrol emergency ambulance license required for non-public entity contracts, and a business license issued by the city or county where the business is being conducted. Contractor shall be in compliance with the State of California and California Highway Patrol standards for operation of vehicles and maintenance of emergency care equipment and supplies.

- E. Contractor shall, throughout the term of the contract, be licensed in accordance with all local, State and Federal regulations governing ambulance services and shall provide properly trained pre-hospital emergency care personnel licensed and/or certified in accordance with the Health and Safety Code, Emergency Medical Services, division 2.5 (commencing with section 1797).
- F. Contractor shall respond to all calls within the timeframes specified by the LEMSA standards. Contractor shall respond by the most direct route except when weather and/or traffic conditions dictate otherwise.
- G. Contractor shall inform DSH immediately if Contractor is unable to respond in accordance with the LEMSA timeframes to the DSH request for ambulance service. DSH reserves the right to arrange for alternative ambulance services in the event that Contractor is unable to respond within the LEMSA timeframes or is unable to provide service in accordance with the agreed upon terms of this contract.
- H. During a hospital emergency and at the request of the DSH Chief Physician and Surgeon or designee, Contractor agrees to provide one or more ALS vehicles on a standby basis.
- I. Quality Assurance
 - i. Contractor shall maintain an active, systematic process, based on objective and measurable criteria, by which to monitor and evaluate the quality and appropriateness of patient health care services. Such monitoring shall also be to provide assurances that those services were medically necessary, delivered in a cost effective manner, and delivered with the assurance of quality.
 - ii. Contractor shall maintain a mechanism for reporting the results for these activities to the DSH. Contractor shall, as requested, provide the DSH with patient data needed for the purposes of updating, enhancing, or modifying the DSH Medical Standards of Care health care policy. Patient data shall include patient complications, patient mortality, patient stability at time of discharge/transfer, post-discharge complication rate, post discharge mortality rate, and re-admission rate. Additional data must be provided to the DSH, upon request.
- J. Contractor agrees that DSH physicians, social workers, and designated registered nurses shall be allowed to visit DSH patients at the Contractor's medical facility and may review the patient's medical record any time to help determine, for purposes of planning, the level of services being provided, current diagnoses and treatments, and level of care that is currently required or likely to be required in the future. Any medical records regarding DSH patients, which are maintained in the Contractor's medical facility, shall be provided to the DSH upon request.
- K. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas.

- M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
- i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$85.00 per tag, and \$15.00 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- N. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- O. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- P. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- Q. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- R. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).

- S. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- T. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- U. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- V. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- W. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

7. THE DSH RESPONSIBILITIES:

- A. When requesting services, DSH shall identify the name and address of the Hospital, name of the person placing the call and the condition of the Patient.
- B. The Medical Director or designee shall determine what medical facility or hospital the patients will be transported to for medical services. DSH reserves the right to have patients transported to any future medical facility or hospital. Any Correctional Officers, required security escort, and/or escort vehicles will be provided by DSH and shall accompany the patients during all transports.
- C. The Medical Director or designee shall pre-arrange all needed services to ensure continuity of care and minimize the disruption of DSH workload.
- D. The attached Exhibit A, Attachment 1, "Custodial Responsibilities and Practices" is incorporated herein.
- E. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing

services as required by the Agreement, then that party shall not perform services for the DSH.

- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
- iv. The DSH reserves the right, at its expense, to make periodic Quality of Care audits and reviews for health care services rendered to patients. The purpose of these audits or reviews is to verify compliance with the provisions of this Agreement, state and federal laws and regulations, and/or the DSH policies and procedures.
- v. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- vi. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vii. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.
- viii. As a provider of acute psychiatric hospital services, the DSH is responsible for the professional and administrative services provided to the DSH patients. Notwithstanding the foregoing, Contractor shall provide services pursuant to its professional standard of care, the terms and conditions of this Agreement, and the requirements of Title 22 of the California Code of Regulations (the "Standards"), and shall remain liable for any violations of the Standards.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to two (2) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Exhibit A, Attachment 1
Custodial Responsibilities and Practices
(Regarding Department of State Hospitals - Coalinga Patients
Admitted to Contracted Medical Facility)

Department of State Hospitals - Coalinga (DSH-C) has ultimate responsibility for the physical custody of its patient(s.) Pleasant Valley State Prison's (PVSP) Transportation Staff will maintain all custodial responsibilities for patient(s) going out for treatment or services. The DSH-C treatment team shall evaluate each patient to determine if special psychiatric/medical needs exist, requiring additional nursing staff escorts. A DSH-C Program Director will authorize any necessary nursing staff escorts. DSH-C agrees to station at least one PVSP Transportation Staff at Contractor's Facility whenever a DSH-C patient is admitted, under the following capacities, circumstances, and conditions:

1. Capacity/Function:
 - a. Immediate liaison person representing DSH-C.
 - b. Custodial monitoring.
 - c. Advise regarding the behavior of the patient, as appropriate.
2. Duration:

Minimum of first twenty-four (24) hours after admission. Following this period, such "custodial" coverage may be terminated or modified by mutual agreement of the administration of DEPARTMENT OF STATE HOSPITALS - COALINGA and CONTRACTOR.
3. Conditions:
 - a. The PLEASANT VALLEY STATE PRISON TRANSPORTATION STAFF will remain in the immediate vicinity of the DSH-C patient. Once a DSH-C patient has been accepted by a contractor's facility, it shall be the responsibility of that facility to provide nursing care.
 - b. Should there be more than one DSH-C patient at Contractor's Facility at any one time; staff will attempt to place patients in same or contiguous rooms.
 - c. Contractor will not allow discharge of DSH-C patients other than into the custody of PLEASANT VALLEY STATE PRISON TRANSPORTATION STAFF (except as required by a court order.)

4. Transfer Approval List

PATIENT TRANSFERS

YOU MUST HAVE APPROVAL/CLEARANCE BY THE DSH-C CHIEF PHYSICIAN & SURGEON OR DESIGNEE, PRIOR TO THE TRANSFER OF A PATIENT(S) TO ANOTHER FACILITY OR HOSPITAL.

Regular Business Hours: Monday-Friday 8:00 a.m.-5:00 p.m.

Utilization Review Coordinator (UR)

Phone (559) 934-3291

Fax (559) 934-3174

If the UR cannot be reached contact the following:

Medical on Duty (MOD) – Pager–(559) 935-6935 (Enter Pager Number 029)

Or

Nurse on Duty (NOD) – (559) 935-6935 (Enter Pager Number 034)

Nurse on Duty (NOD) Fax – (559) 934-8629

DSH-C Communications Center – (559) 935-4081

***Transfers may only be made to DSH-C Contracted Hospitals.**

Contracts are as follows:

| Contract # | Hospital | Phone Number |
|-------------------|---|---------------------|
| 18-64045 | Dignity Health dba Mercy Hospital Bakersfield | (661) 632-5372 |
| 16-64059 | Adventist Medical Center | (559) 582-9000 |
| 15-64002 | Fresno Community Medical Center | (559) 248-6624 |
| 16-64040 | French Hospital Medical Center | (805) 543-5353 |
| 16-64041 | Twin Cities Community Hospital | (805) 434-3500 |
| 16-64042 | Sierra Vista Regional Medical Center | (805) 546-7695 |
| 17-64087 | Delano Regional Medical Center | (661) 721-5201 |
| 18-64011 | Good Samaritan Hospital, LP | (661) 215-7500 |

*** “Emergency” as defined in PCC 1102 is “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life or health.”**

In an “Emergency” situation, you are to respond as circumstances demand and obtain approval(s) as soon as practical.

5. Daily Status Report

This form is to be utilized when Contracted facility does not have an established form.

Daily Status Report to DSH-C
Fax to 559-934-3174 by 10:00 a.m. daily

Reporting Facility: _____ Date: _____

Patient Name: _____ Admitted _____

Diagnoses: _____

Attending Physician: _____ Phone: _____

PLEASE ADDRESS THE PREVIOUS 24 HOUR PERIOD INCLUDING WEEKENDS

Vital Signs at _____ am/pm T. _____ P. _____ R. _____ O2 _____ B/P _____

IV _____ Drains _____

Pain level: _____ at _____ am/pm Labs: _____

PRN use: _____

New Medications: _____

Tests Pending (include proposed date): _____

Surgeries / Procedures: _____ Date: _____

Behavioral Issues: _____

Visitors: _____

Changes in condition: _____

Prognosis: _____ Expected D/C date: _____

Completed by: _____ Date: _____ Time: _____

ALL RETURNS MUST BE CLEARED THROUGH DSH-C PHYSICIAN.
Do Not File in Medical Record

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- E. Contractor shall submit the appropriate Centers for Medicare and Medicaid Services (CMS) claim form as his or her invoice for each patient serviced.
 - i. For inpatient, and outpatient, emergency room hospital services, and ambulatory surgical center services, Contractor shall submit the UB-04 Claim Form.
 - ii. For physician specialty services, regardless of specialty, Contractor shall submit the CMS 1500 claim form.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals – Coalinga
Attention: Accounting Office
P.O. Box 5001
Coalinga, CA 93210

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.

- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable
- iv. Professional license number, if applicable
- v. Invoice total
- vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.
- vii. Patient Name
- viii. CPT Code

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Ambulance services performed shall be compensated utilizing the current Medicare Fee Schedule for County location where services are performed Participating Amount (PAR), based on the assignment of Current Procedural Terminology (CPT) code(s) and/or a Healthcare Common Procedure Coding System (HCPCS) code(s) for each service performed and multiplied by not more than 120%.

- B. Contractor agrees that non-emergency transport requested by DSH will be paid at Contractor's BLS rate regardless of pre-hospital emergency care personnel dispatched by Contractor and Contractor shall accept the BLS rate as payment in full.
- C. Since the DSH may refer patients having Medicare or a private health insurance plan for medical services, payment shall be made in accordance with the following process:
 - i. For patients covered in whole or part by Medicare:
 - (1) Contractor shall submit claims for services rendered to patients having Medicare insurance to Medicare for reimbursement within any required timeframes, prior to invoicing the DSH.
 - (2) Contractor shall resubmit all Medicare claims denied due to errors to Medicare prior to invoicing to the DSH.
 - (3) Contractor shall then submit the Explanation of Medicare Benefits (EOMB), reflecting Medicare payments or denials, with an original invoice when billing the DSH.
 - (4) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.
 - ii. For patients covered in whole or part by a private health insurance plan:
 - (1) Contractor shall submit claims for services rendered to patients having a private health insurance plan to the appropriate payor for reimbursement within any required timeframes, prior to invoicing the DSH.
 - (2) Contractor shall then submit the Explanation of Benefits (EOB), reflecting insurance payments or denials, with an original invoice when billing the DSH for any applicable remaining balances, including, but not limited to, patient deductible, patient responsibility, and coinsurance amounts.
 - iii. For patients covered in whole or part by both Medicare and a private health insurance plan:
 - (1) Contractor shall seek reimbursement from both sources as required by CMS, prior to invoicing the DSH.
 - (2) Contractor shall then submit the EOMB(s)/EOB(s), reflecting Medicare and/or insurance payments or denials, as applicable, with an original invoice when billing the DSH.
 - (3) Contractor, whether a participating provider (PAR) or a non-participating (Non-PAR) provider shall consider payment made by CMS, and payment made by the patient's insurance or DSH for the patient's portion (i.e., deductibles, copays, and/or coinsurances) to be payment in full.

- iv. For patients not covered in whole or part by either Medicare or an individual health insurance plan:
 - (1) Contractor shall submit an original invoice for the full billed amount. Such invoices must be provided as described in this Agreement.
- D. In all cases, the DSH may review any submitted Medicare claim form(s) for erroneous information that would have caused the claim to be denied and dispute the invoice. The DSH shall not be responsible for reimbursing Contractor for that portion of their costs should a claim be denied for any such erroneous information. Examples of erroneous information include, but are not limited to, failure to use proper modifiers or condition codes when appropriate for incarcerated patients and proper use of demographic information.
- E. In all cases, if Contractor is denied payment due to failure on their part to submit claims for services within the required timeframes, DSH shall not be responsible for reimbursing Contractor for that portion of their costs.
- F. In the event that Contractor submits an invoice that is less than the applicable Medicare rate multiplied as described herein, the DSH shall compensate Contractor at the invoiced rate.
- G. If Contractor is audited by CMS or their designee or audited by the patient's private insurer, and the audit finds that Contractor has been overpaid, Contractor shall reimburse all applicable parties as noted in the audit findings.
- H. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- I. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- J. The DSH may refer patients for services to Contractor who are classified under Penal Code section 2684, and are therefore the California Department of Corrections and Rehabilitation (CDCR) inmates. Except in emergency situations where notification shall occur during or after the provision of services, the DSH shall identify these patients to Contractor prior to services being rendered. For emergencies, DSH will notify Contractor of the classification on the date of services or a reasonable time thereafter. With respect for services rendered to Penal Code section 2684 patients, Contractor shall submit all medical bills for these patients to the CDCR for payment. The CDCR shall be solely responsible for the payment of these invoices.
- K. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the

rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
 - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
 - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
 - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
 - ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

EXHIBIT F
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Motor Vehicle Liability:**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical

professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

☐ **Performance Bond:**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond:**

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

☒ **Workers' Compensation:**

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Coalinga
Attention: Procurement-Contracts
24511 W. Jayne Ave
P.O. Box 5000
Coalinga, CA 93210
Fax: 559-935-7319

5. SELF-INSURANCE REQUIREMENTS:

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
- i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

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

Subject: Police Department Annual Report
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Review and Receive the Police Department's Annual Report for 2018.

II. BACKGROUND:

n/a

III. DISCUSSION:

n/a

IV. ALTERNATIVES:

n/a

V. FISCAL IMPACT:

n/a

ATTACHMENTS:

| File Name | Description |
|--|--------------------------------------|
| ☐ Department_Annual_Report_2018.doc.docx | Police Department Annual Report 2018 |



ANNUAL REPORT

2018



Coalinga Police Department

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To the City Council and Residents of the City of Coalinga,

MISSION STATEMENT

Our mission is to maintain peace and order through the provision of police services that are of the highest quality and responsive to the needs of the community. We will contribute to the safety and security of the community by apprehending those who commit criminal acts, by developing partnerships to prevent, reduce, or eliminate neighborhood problems, and by providing police services that are fair, unbiased, judicious, and respectful of the dignity of all individuals.

VALUES STATEMENT

1. Dedication to timely, excellent, and efficient service to the community.
2. Honest and ethical behavior by the members of this agency.
3. Being the best that we can be.
4. Innovative, creative and proactive approaches in meeting the demands of our animal control, crime prevention and law enforcement responsibilities.
5. The need to engage in strategic and future planning and to keep abreast of the latest in law enforcement technology and techniques.
6. Sensitivity is the key quality that we should bring to our interaction with the public and other agencies in the criminal justice system with whom we interact.

Chief's Message

It is a privilege and an honor to present this annual report of the activities of the Coalinga Police Department during the Calendar Year 2018. This was a year of transition. Both internal and external forces have required the Department to adapt to a new law enforcement paradigm. The Department has met the challenges presented during 2018 and delivered a high level of service to the community.

After completing my third year of service to the community, I feel that together we have accomplished a significant amount despite the challenges. 2019 will be a year of more challenge and innovation. The Department is poised to adapt to a new fiscal and criminal justice environment. The primary goal for 2019 is to continue to improve the Coalinga Police Department and meet the challenges of a new year.

Respectfully Submitted.

Michael Salvador
Chief of Police
February 1, 2019

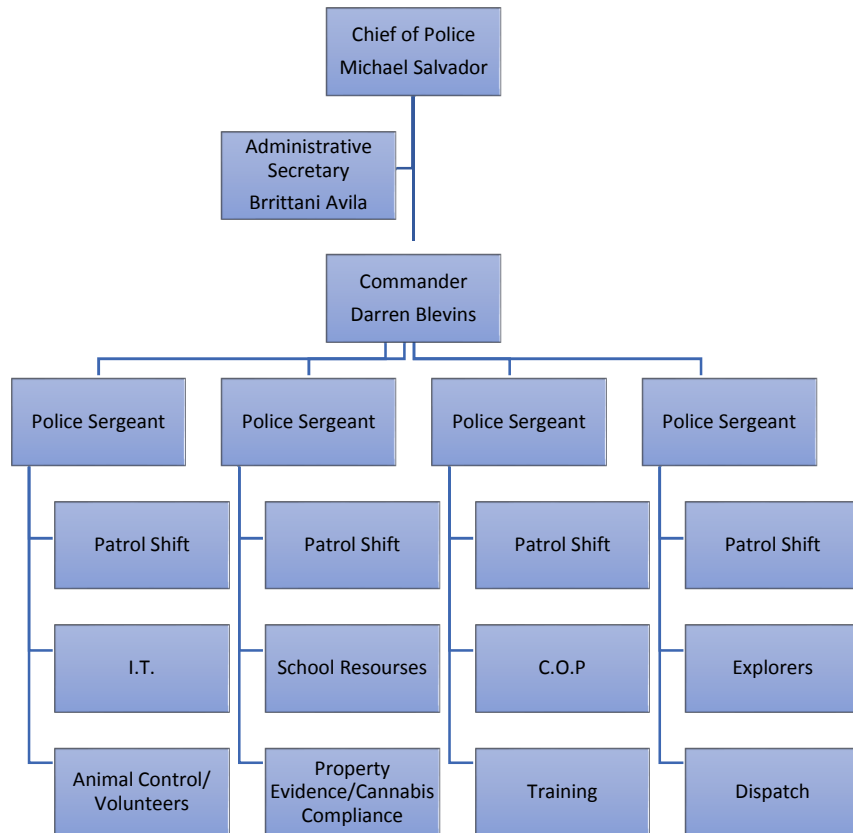
State of the Department

The Coalinga Police Department is a full-service law enforcement agency conducting operations 24 hours a day, 365 days per year. The Department has units providing service in animal control, records, and general law enforcement. The Police Department provides primary 911 communications responsibilities for the City of Coalinga.

For calendar year 2018, the Police Department reorganize staffing after reductions caused by budgetary constraints. The year began with a complement of 16 full time sworn officers. FY 2018-2019 currently funds 15 sworn officers. At the end of 2018, all full-time positions were filled. The ratio of sworn personnel to population 1 officer per 1000 residents. This is less than the nationwide rate of 1.8 officers per thousand population for Group V cities (10,000 to 24,999 population). (FBI, 2014) The status of personnel is always a concern or challenge facing the Department. The Department's attrition rate was 6% for sworn positions and 50% for non-sworn. The main reason for this attrition rate was officers and dispatchers leaving the Department for economic reasons.

To support sworn operations, the Department employs a mixture of part time and full-time civilian positions. The non-sworn provide Dispatch, Clerical, and Animal Control services. The non-sworn staff also decreased during the 2018 calendar year. Six non-sworn positions are budgeted as full-time equivalents (FTE's) and six are budgeted as part time. At the end of 2018, all non-sworn positions were filled.

Coalinga Police Department's Organizational Chart



Budget:

The Police Department is a general fund department. Due to the nature of Law Enforcement, it is a resource consumer not a self-sufficient activity. The adopted FY 18-19 budget of the Police Department is 2.74 million dollars. This constitutes 37% of the City's General Fund Budget. The adopted FY 17-18 budget for animal control was \$125,397. This constitutes 4.5% of the City's General Fund Budget.

Revenues to support law enforcement activities come from a variety of sources. The main source of income is the City's General Fund. Supplemental funding from cooperative agreements with West Hills College and Coalinga Huron Unified School District fully pay for 2 police officer positions. Cannabis licensing fees and taxes pay for one police officer position and one non-sworn position. The Department participates in several grant programs to provide needed equipment. The Department receives SLESF grant funding from the State of California, Body Armor funding from the Federal Government. This year the Department received a grant from the San Joaquin Valley Air Pollution Control Agency that funded vehicle purchases. It also received an allocation of homeland security funding.

Facilities:

The Police Department is located at 270 N. 6th St. in a wing of City Hall. This facility was constructed in 1995 and houses 911 communications center, patrol operations, investigations, administration, and a 24-hour holding facility. The Police Department has two satellite locations that supports its mission. During the year, Animal Control moved from the animal shelter behind the former Claremont Custody Facility to a new shelter at the old City Hall. The Police Department also continues to utilize a portion of the old police department headquarters, in the courthouse, as an evidence storage facility.

There are significant infrastructure issues that continue during 2018. The building uninterrupted power supply does not function when the power fails. This causes power fluctuations that damages computer equipment and interrupts service delivery. This will be a priority for future budgets.

Fleet:

The Police Department uses a mixture of unmarked and marked vehicles to accomplish its various missions. There are 20 vehicles in the Department's fleet. This allows for personally assigned vehicles to the employees of the Department. In my experience, having personally assigned vehicles allows for greater longevity of the asset. Employee have a pride of ownership and take better care of the equipment when they know that their efforts only affect them. This has allowed the department to improve reliability and fuel economy with the goal of reducing fuel and maintenance costs. The average age of fleet assets is 5 years. Fleet reductions were completed to mirror the Departments reduced staffing. With grant funding, the Department purchased an electric motorcycle and a load bearing electric vehicle to improve short range capabilities.

Other Equipment:

The Police Department possesses a wide range of equipment to fulfill its mission. It has a enough variety of weapons and surveillance technology to accomplish any task needed. There are deficiencies in spare equipment to allow for continuity of operations if a piece of equipment is out of service for repair.

The Department also received its first installment of a video policing system. The podded cameras to be deployed at 5th and Elm will allow the department to have a new level of situational awareness in the downtown area.

The Department has body cameras to enhance accountability and improve evidence collection. The results have been impressive with citizens complaints being reduced by close to 50% over 2017.

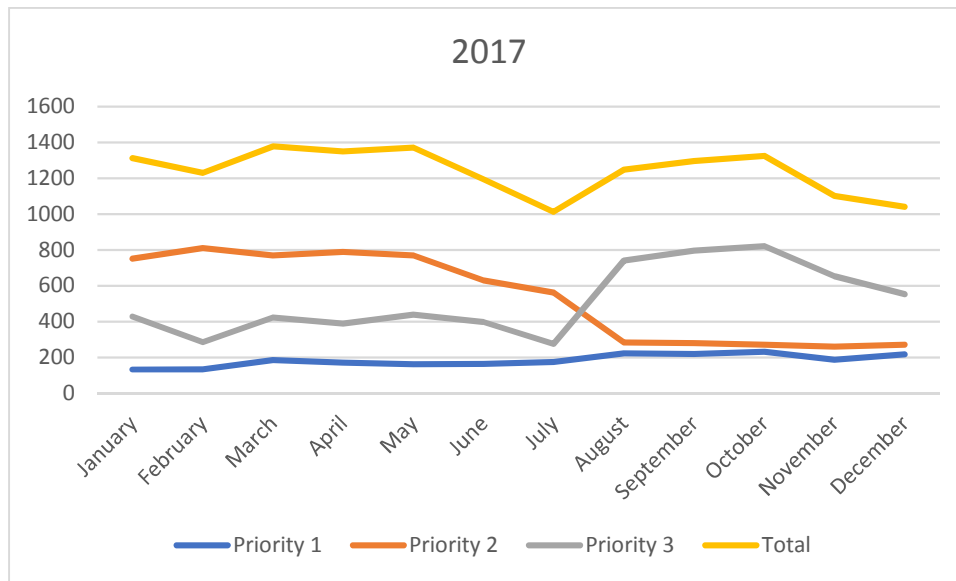
Calls for Service Statistics:

The best way to analyze the activity of the Police Department is using raw calls for service data. This data over time shows both activities generated by the public and activity generated by preventative patrol activities. In 2017, the Department handled 14862 calls for service. In 2018 the Department handled 15992 calls for service. That is approximately a 7.6% percent increase over 2017. The following charts and tables break down the comparison by month and by priority. Priority one calls are considered emergencies and should be dispatched within a 3-minute time frame. Priority two calls are where most citizen-initiated activity is found. Priority three calls are mostly officer initiated.

During 2018 the Department reclassified its call types with the deployment of the new Computer Aided Dispatch Software to better reflect the difference between Priority 2 calls and Priority 3 calls. This caused a statistical shift in the balance between Priority 2 and 3 calls.

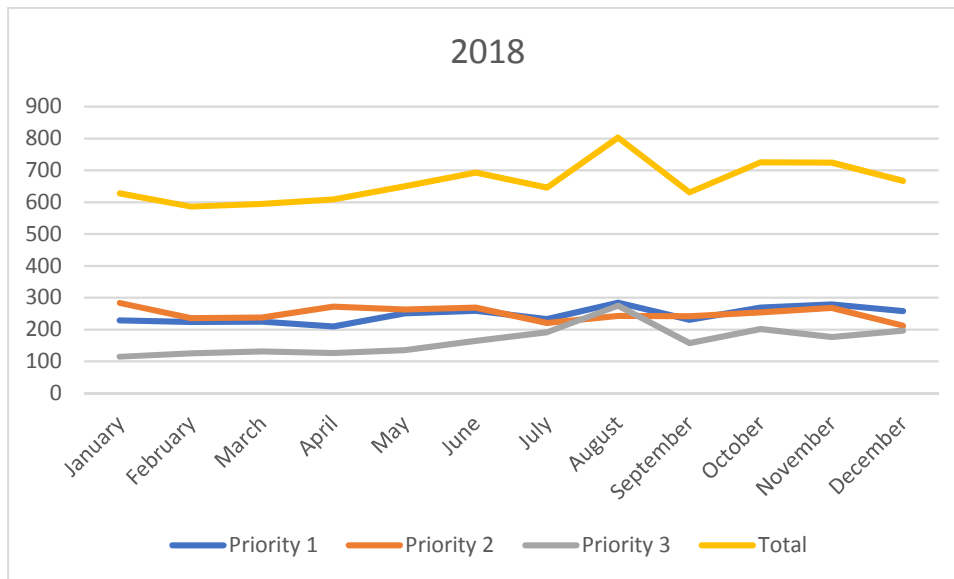
CALLS FOR SERVICE 2017

| | January | February | March | April | May | June | July | August | September | October | November | December |
|------------|---------|----------|-------|-------|------|------|------|--------|-----------|---------|----------|----------|
| Priority 1 | 133 | 134 | 186 | 171 | 163 | 164 | 175 | 224 | 220 | 232 | 188 | 217 |
| Priority 2 | 751 | 811 | 769 | 790 | 769 | 631 | 562 | 284 | 281 | 271 | 261 | 271 |
| Priority 3 | 428 | 285 | 423 | 389 | 439 | 399 | 276 | 741 | 796 | 822 | 653 | 553 |
| Totals | 1312 | 1230 | 1378 | 1350 | 1371 | 1194 | 1013 | 1249 | 1297 | 1325 | 1102 | 1041 |



CALLS FOR SERVICE 2018

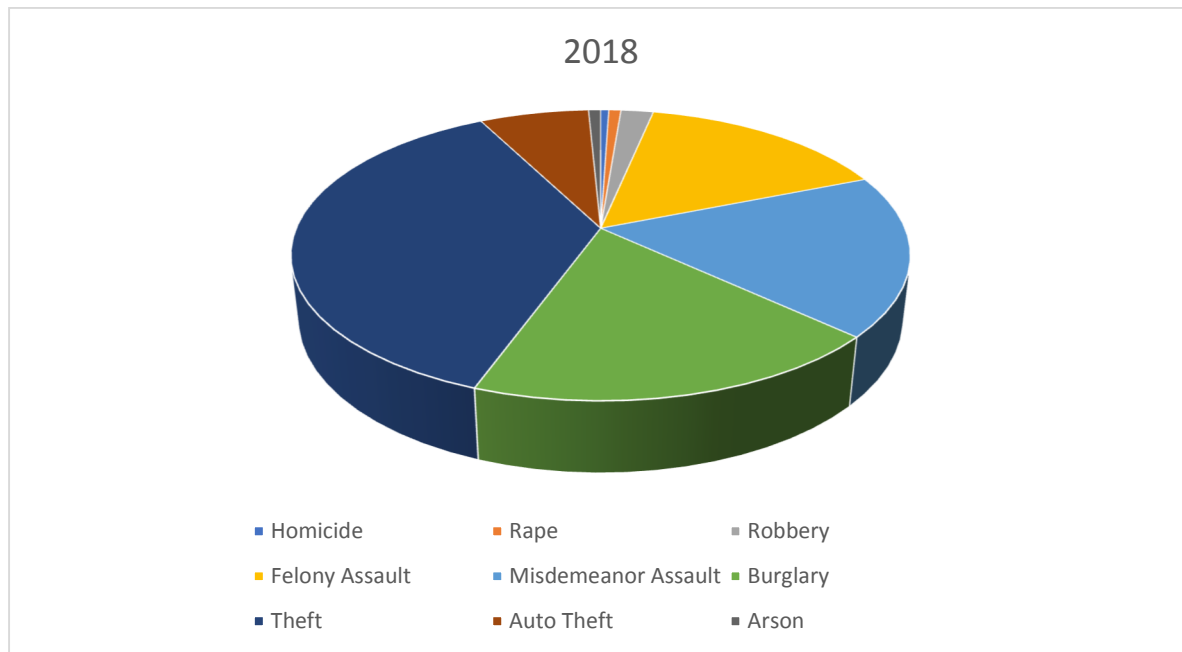
| | January | February | March | April | May | June | July | August | September | October | November | December |
|------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|
| Priority 1 | 229 | 224 | 225 | 210 | 251 | 259 | 233 | 285 | 231 | 269 | 279 | 258 |
| Priority 2 | 284 | 236 | 238 | 272 | 263 | 269 | 221 | 243 | 242 | 254 | 268 | 212 |
| Priority 3 | 115 | 126 | 132 | 127 | 136 | 165 | 192 | 275 | 158 | 202 | 177 | 197 |
| Total | 628 | 586 | 595 | 609 | 650 | 693 | 646 | 803 | 631 | 725 | 724 | 667 |



UCR Crime Statistics

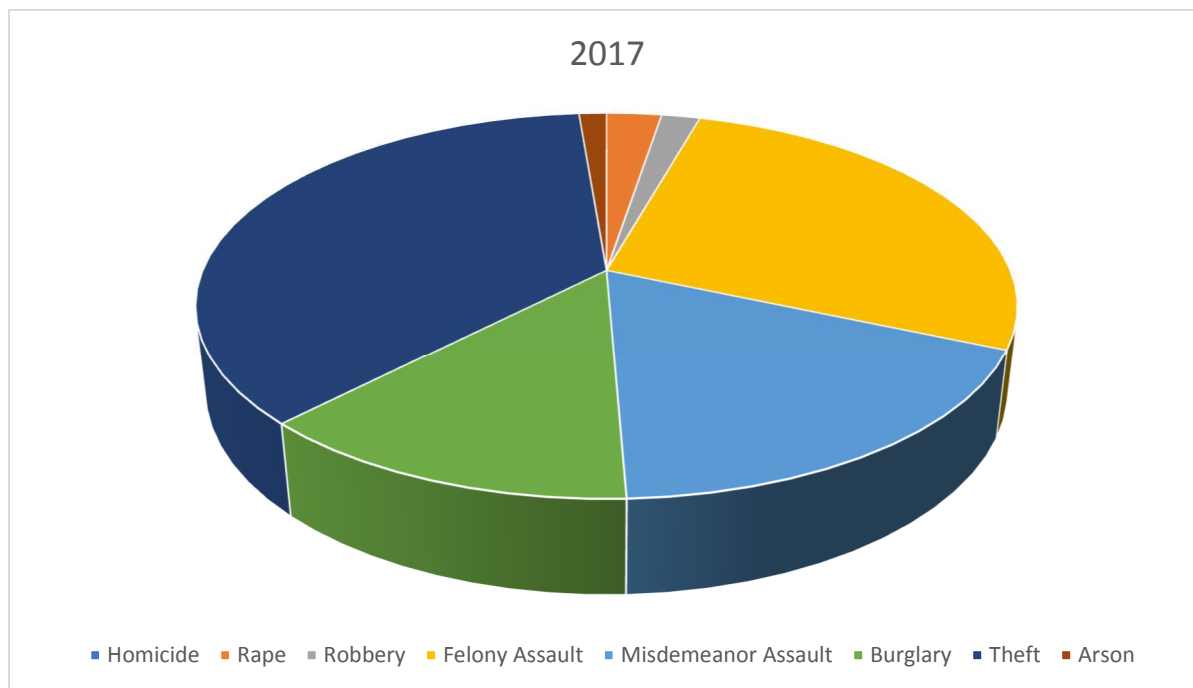
The UCR is the oldest measure of crime reporting in the United States. Developed in the 1920's by the FBI, the report receives its data from victim's reports of crime to law enforcement. The statistics give only general information on crime trends. They can be affected by several variables from the definitions of the categories themselves to human error in crime report completion by law enforcement. Year to year analysis is the most accurate way to use the UCR to predict crime trends.

Comparing 2017 to 2018 there was 3.3% decrease in the total UCR reportable crimes to the Coalinga Police Department. This decrease is attributed to a decrease in rape and general theft crimes reported to the Department. For every 40.3 calls for service, one UCR reportable crime occurred. The below are month to month tables and graphic representations of the UCR statistics. Crimes against property have now passed persons crimes to be the number one issue facing the citizens of Coalinga today.



2018

| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Totals |
|---------------------|---------------|----------------|---------------|----------------|--------|
| Homicide | 0 | 0 | 2 | 0 | 2 |
| Rape | 2 | 1 | 0 | 0 | 3 |
| Robbery | 3 | 2 | 2 | 1 | 8 |
| Felony Assault | 13 | 18 | 17 | 14 | 62 |
| Misdemeanor Assault | 17 | 18 | 16 | 20 | 71 |
| Burglary | 12 | 13 | 21 | 28 | 74 |
| Theft | 30 | 36 | 40 | 40 | 146 |
| Auto Theft | 4 | 8 | 10 | 5 | 27 |
| Arson | 1 | 0 | 0 | 2 | 3 |
| Total | | | | | 396 |



2017

| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Totals |
|---------------------|---------------|----------------|---------------|----------------|--------|
| Homicide | 0 | 0 | 0 | 0 | 0 |
| Rape | 2 | 4 | 1 | 2 | 9 |
| Robbery | 1 | 4 | 0 | 2 | 7 |
| Felony Assault | 36 | 37 | 14 | 34 | 121 |
| Misdemeanor Assault | 24 | 16 | 10 | 19 | 69 |
| Burglary | 11 | 15 | 10 | 14 | 50 |
| Theft | 39 | 48 | 34 | 30 | 151 |
| Arson | 0 | 0 | 2 | 3 | 5 |
| Total | | | | | 407 |

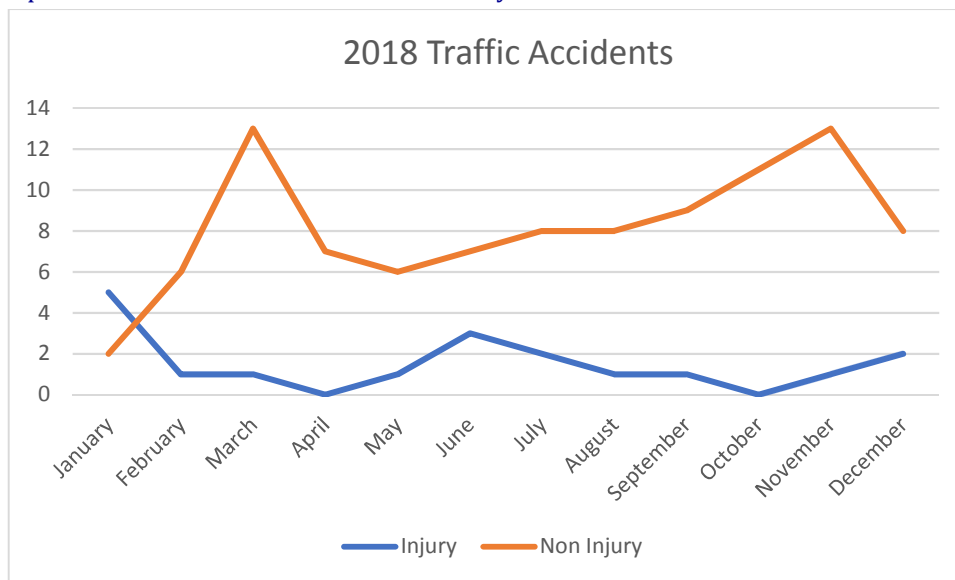
The number of reported property crimes represent a large share of the UCR Statistics. Although the total number of reportable UCR offences are down, there is a disturbing trend that occurred in the past 12 months. Crimes against property are up 21% over last year. These crimes can be attributed to the effects of both Proposition 47 and 57.

The Department has taken an aggressive stance to attempt to alter the numbers. Besides proactive patrol and apprehension activities, the department has conducted operations that have targeted gang members, persons on probation and persons on parole. Due to budget cuts the Investigations Unit of the Department has been disbanded and their personnel sent back to patrol. This will negatively impact the Department's ability to interdict one of the gang's revenue sources, the drug trade. The department has also reinstated

neighborhood watches throughout the City to provide information and help to residents to protect themselves.

Traffic Accident Statistics

The Coalinga Police Department is responsible for traffic enforcement for the City of Coalinga. Besides the common writing of citations for traffic violations, the Department responds to and investigates all the traffic accidents that occur in the city. In 2018, the total number of investigated traffic collisions in Coalinga declined approximately 16.5% from 139 in 2017 to 116. The number of injury vehicle accidents decreased by 8% from 12 in 2017 to 11 in 2018. The below graph gives a visual representation of the traffic accident activity.



Animal Control Statistics

The Coalinga Police Department is responsible for the animal control function for the City. Captured animals are housed at an animal control facility located next to the PD Headquarters. Due to the area that we live in, we have some unique animal control issues. Our goal for the shelter is to attain a no kill status. This unit does and can euthanize animals in a humane manner if it is necessary to do for public safety.

2018 saw the beginnings of major changes to the Animal Control Unit. The Unit experienced 100% turnover. With a new animal control officer being hired at the end of the year, the unit is returning to normal. The Unit survived the turnover with the help of some dedicated residents that formed a volunteer unit at the shelter. This unit donated over a thousand hours caring for and maintaining the shelter.

The unit also changed the location of the shelter. Construction of a new shelter was completed in May of 2018. The shelter is located at 150 W. Elm in a portion of the old city hall. Although smaller this facility allows for closer coordination with the rest of the Police Department.

Regarding calls for service: The Department averaged 3 animal control calls for service per day for 2018. This was the same in the average over 2017. The main cause of this decrease was the 3-month lapse in personnel to staff animal control. Five percent of calls for service on the average ended in some sort of enforcement action by Animal Control Officers or Police Officers. The other 95 % of the calls received by the Department were either cancelled by the caller, the animal was unable to be located, or we were returning animals to their owners from the shelter.

Explorer POST

The Explorer Post continued to grow in 2018. Officer Francisco Ybarra, Dispatcher Nicole Blevins, and Dispatcher Holly Henderson provided the leadership in the organization and deployment of the program. With funding help from the Coalinga Police Officers Association and private donors, the explorers have made their presence known in the community. The year started with the Post taking an active role in the Horn Toad Derby. They provided traffic control services during the parade along with vital support at the park command post. The Post provided support to the National Night Out. We celebrated Explorer Charlie Benitez who this year complete the San Diego Police Explorer academy. The POST also gave back to their community. teaming up with Department personnel to deliver food and Christmas gifts to needy families in the City of Coalinga.

School Resource Officer Program

The Department partners with both Coalinga Huron Unified School District and West Hills Community College District to provide law enforcement services to both entities. Since both educational institution's cross jurisdictional lines, the Police Department personnel team up with law enforcement officers from Huron and Lemoore to accomplish the mission. Some of the services provided to the Districts were:

1. Criminal Investigations
2. Outreach to Students
3. School Safety Presentations
4. Attendance at Sporting Events
5. Attendance at other District Events
6. Traffic and Patrol functions around the Schools
7. Presentations to the Governing Boards

This program is 100% funded by both the districts that services are provided to.

The CHUSD Officer has been extremely busy. He handled 1127 Calls for Service, 125 Case Reports, 23 Arrests/charges forwarded, and 55 Citations issued.

West Hill College has a different focus due to the transient nature of the campus. Most of the activity was in community outreach and being a resource for the 100's of students living in the dorms. He coordinated the second annual meeting between the Chief and the Football Team. During those two hours, there was the opportunity to bridge the gap between members of the team and law enforcement. The goal is to acclimate students from all over the nation to the small-town setting of Coalinga.

Commercial Cannabis

2018 was the beginning of a Second paradigm shift within the City. There are two cannabis companies operational within the former Claremont Facility refining and shipping cannabis products. By the end of 2018, the Department had completed 277 employee permit applications, 10 distributor applications, 12 cultivator applications, 2 testing lab applications, 8 volatile manufacturing applications a nursery application and a retail application.

During the year Coalinga saw it dispensary opened and is a viable business at years end. After an initial push, the dispensary has slowed down and is enjoying a steady customer flow.

I personally conducted several presentations over the year to local government officials from throughout the state explaining the issues that we have faced implementing a regulated cannabis industry. Although the start has been slow, 2019 continues to shows promise that the cannabis industry will be come a large part of the economic makeup of the city.

The effects of the legalization effort on law enforcement is yet to be determined. The department has handled three calls at the dispensary with a single arrest being made on an unrelated warrant.

Department Goals

For 2018 the Coalinga Police Department had several things that it wanted to accomplish. In facilities, facility security was important, and we completed a camera system project that upgrade our current surveillance system and filled in holes in coverage. The electrical systems in Headquarters are in dire need of replacement and upgrading. The Building Wide UPS is a lead priority in this area. With the passage of the ballot measure we hope to address this need.

The Coalinga Police Department will strive to be a leader in law enforcement technology. The Department will continue the project to upgrade the IT infrastructure.

We hope to improve our ability to document crimes by exploring video policing technologies. We completed a project that was funded by grants to place a fixed camera position at 5th and Elm to monitor activity in the downtown area.

The Department teamed up with Carfax in anti-auto theft technology and traffic accident tracking. The Department is becoming a partner with Carfax and at no cost will receive tools that will assist our officers in the field.

Even though the Department has some of the latest in computer equipment, we will continue to look for the next great application of technology to be more efficient and better serve our public. The Department completed its part of the new city website. This site will provide more functionality and information to the general public.

The Department has completed its transition to be a smaller leaner force dedicated to primary service delivery with professionalism and efficiency. With the passage of Measure J, the Department is developing a strategy to focus resources on the criteria that will prevent a timely staffing recovery, salaries.

Finally, to achieve these goals and meet other unexpected challenges, the Coalinga Police Department plans to be efficient with City funds. The Department will also continue to be an aggressive player in the grant arena.

References

FBI. (2014). *Crime in the United States*. Washington DC: FBI.

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

Subject: Public Works & Utilities Monthly Report for January 2019
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Pete Preciado, Public Works & Utilities Director

I. RECOMMENDATION:

Approve Public Works & Utilities Monthly Report for January 2019.

II. BACKGROUND:

None.

III. DISCUSSION:

None.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

| | File Name | Description |
|---|-----------------------------|-------------------------|
| □ | Monthly_Report_Jan_2019.pdf | Monthly Report Jan 2019 |



**PUBLIC WORKS AND UTILITIES DEPARTMENT
MONTHLY REPORT FOR
JANUARY 2019**

***Note: New items and updates from last month's report are in bold print.**

PUBLIC WORKS

Natural Gas Distribution:

- New Gas meter for schools new Mechanic teaching building has arrived and will be installed in Early January-**Gas Meter has been Installed**
- **12 New gas service lines installed for K Hovnanian Homes**

Water Distribution:

- Water leak repaired 300 Blk Tyler
- 2" water meter replaced with new 2" radio read meter at 1620 E. Elm
- Large water meters 3" and up will be tested for accuracy Mid -January
Did flushing on the distribution system
- **Repaired 2" water leak 28972 Phelps Ave.**
- **Repaired 6" Hydrant line Barker & Pleasant**
- **Repaired water service line 405 S. Coalinga**
- **Repaired 1 ½ water leak 192 E. Elm**
- **Relocated 4 water service boxes for K. Hovnanian Homes**

Wastewater Collection:

- One New Pump for highway lift station has arrived and will be Installed Early December
- New Pump for highway lift station has been installed and new spare pump has arrived.
- Sewer blockage 3rd and Elm
- Sewer blockage 6th to 7th between Elm and W. Durian
- **Sewer Blockage Hanes R.V. Park 211 S. Thompson**

Sidewalks:

- New sidewalk repair locations have been identified and will began repairs January.
- **Project sidewalk gaps and ADA ramps has started and under construction.**

Parks:

No Activity for the month of January.

Miscellaneous:

- Section of Awning behind City Hall had to be removed due to falling new support beams to be installed.
- Four tree stumps have been removed on Baker/Lincoln
- New street name sign installed at E. Valley and S. Hachman
- New street name sign on E. Sacramento / W. Forest that was missing has been installed and missing signs will be replaced as they are identified.
- Remodel of Public works restroom 90% complete- **100% Completed**
- **Installed Traffic Camera for P.D 5th and Elm.**
- **5 dead trees are have been removed 298 Washington**

Targeted Efforts to Enhance City Image and Business Appeal/Attraction:

No activity for the month of January.

UTILITIES

- Northwest Booster Station - When the motor and pump run it is leaking at the base plate. Waiting on new gasket. P19 motor and pump have to be pulled. Need new base plate. West Hills Machine will be doing the work. Still in progress **P19 well casing got relined with epoxy coating (30ml). The pump and motor are being reinstalled on Wednesday 1/30/19.**
- Northwest Reservoir water main air vac just below the tank was repair and replace with new air vac. Complete
- Northwest & Oil King Booster Sta. looking into replacing old air compressors and surge tanks with new equipment. On Going
- City wide fire hydrant flushing. **Will began sometime in February**

PUBLIC UTILITIES COORDINATOR

- **65 completed backflow inspections. 6 failures awaiting resolution by plumber. 36 devices awaiting testing. Testers have been notified but are backlogged. In some cases, testers are awaiting payment to issue the backflow report.**
- Auto-generate notifications based on various parameters set through a database. Complete
- All backflow information imported into appropriate Excel data sheet. This will be upgraded in the future. Complete
- Database has been normalized and SQL backend is 100% complete. Complete
- Database frontend will be MS Access. This must be coded through VBA and is time intensive. 80% completed
- Website information is presently 90% complete and will be finished by Thursday. Presently working with Sean, Eric, Kristi, and Anthony to organize documents. Complete
- Water Treatment Plant has order two backflow devices to replace older models. One of the two new units have been replaced
- Round 2 of backflow inspection notices have been sent out. 13 passed, 5 failed, 41 have no response yet. - Ongoing
- Acquired Cross Connection Program Specialist Certification!
- Installed 4" backflow assembly at Water Treatment Plant, awaiting parts for replacement of 6" backflow assembly. - 50% Complete

- Supporting documents for “water use survey” have been completed. Surveys ready to begin first week of January. – Ongoing
- **Assigned as Web Administrator for new website. Created new content for Public Works Section. Working with Supervisors to fine tune content. Also working with other Departments to put up their information. I am also working to integrate job application software, Agenda handling, form handling, and other such website functionalities. Ongoing**
- **MS4 Stormwater Inspector Training. Complete**
- **Update/repair remote SCADA access. Remote access has been live for one year as of Jan 25. I am going to update devices, server, and repair some connectivity problems that the operators have been experiencing.**

WATER TREATMENT PLANT (WTP)

Alum sludge piles testing report by BSK is back. Matt from Cal Water Services is looking into pricing to haul off alum sludge piles. Matt found us a company out of Chowchilla to haul off the Alum Sludge Piles (\$96. Ton, haul off 250 tons a day) we currently have about 4,000 tons of sludge to be removed. Going to council to get approve to remove 500 tons a year. Contractor to start first of the year. **Had to postpone due to weather and too much moisture in the piles.**

Filter inspections have been started on the filter beds and are still in progress (One a Month). December filter inspection has been done on filter bed 3 & 6. **January filter inspection has been done on filter bed 6.**

Preventive Maintenance – Working on quotes for electrical panels, motor controls, control cabinets and transformers. Project was approved by Council and contractor given notice to proceed. Solomon Electric was awarded the contract for the preventive maintenance project. Contractor started work on October 1. Solomon Electric has completed 100% of the maintenance work

Working on quotes for painting all outside exterior structure Doors, Trim and Iron Gates and the pump house interior walls, ceiling, motors, pumps and electrical panels. Still in progress and waiting on vendors to get back to us. No luck with vendors getting back to us. So, we will try again in the spring time. Still in progress. **We did get a quote back from Dixon Painting.**

Working on quotes for card lock system for rolling gates, control room, shop, carbon room and rapid mix room. Still in progress and waiting on vendors to get back to us. **We got a quote from Champi Fence Co.**

Bogie's Pump Company will be out to service the three pumps on the walking bridge on Basin 3. Bogie's Pump came out to service the three pumps on the travel bridge on basin 3. All three pumps are non-serviceable. All three pumps are 26 years old. We had to order three new pumps under emergency action. Just in case we loss another water treatment basin. Bogie's pump will be out Dec 3, 2018 to install all three new pumps and valves. **Basin 3 is now back in service and running great.**

Basin 3 Sludge Pump was removed and taken to SCI Inc. for repair. Pump should be back on Dec 5, 2018 and installed. Sludge Pump was installed and has been completed.

Champi Fence came out to give quote for new fence and repair fence at both Wastewater and Water Treatment plants. Still waiting on quotes. **We received their quote and we are currently looking it over.**

Telstar will be out to work on the limited torque valves on filter beds 3 & 4 on Dec. 3, 2018. Completed

Telstar will be out to do their quarterly Acid Cleaning on the OSG Cells. Quarterly cleaning Completed

Air Scour Blower up and running again

Mike Wilson Construction will be out do some valve replacement and run 40' of C900 pipe for the new TTHM Facility starting after the first of the year. **Project is complete with two new valves and 40' of new C900 pipe for the new TTHM Facility.**

Fixed paddle on the Rapid Mixer. **Complete**

Installed new 4" Back Flow Device by Control Room. **Complete**

Water leak repaired at chlorine station by cemetery. **Complete**

Westland Canal will have plant shut down on January 14 -18, 2019 for annual maintenance. City Water Treatment Plant will be down as well. They are asking for the residents to help conserve water at that time. Notices will be mailed out, it will be in the local paper, on the pride sign and on face book.

Westland Canal annual maintenance went well and the City of Coalinga Residents did a great job in helping the City conserve water.

The shop room at the WTP has been painted inside along with some new cabinets.

Solomon Electric is installing some new electrical outlet to the WTP Shop room (220 & 120 outlets)

Solomon Electric is also installed new Led lighting down at the pump intake sta. by the canal.

Basin 1 has been taken out of service for annual maintenance and should be back online Friday 1, 2019

Jared, Coti have been working together with Public Works Dept. in helping with rereads, reading meters and shutoff notices

WASTEWATER TREATMENT PLANT (WWTP)

Drying beds:

The wet well that collects the liquid from the drying beds should have two submersible pumps but one is missing. This back up pump has been missing for as long as any of the operators can recall. Replacing the missing pump will be added to next year's budget. The one pump that has been running for years has finally failed. We replace it with a new Flygt pump and we have a second one on order for back up. Second pump is three weeks out. Still waiting on pump to come in. Pumps has arrived and has been installed. Waiting on HR Electric to come and wire the unit. Completed

Other items at Wastewater Plant:

- Primary effluent pump installed and operating normally. Second effluent pump has been removed and sent to the shop for repair. Council approved repair work quote and contractor has been given notice to proceed with work. Pump is being repaired at this time. SCI is waiting for the Bowls to come in, so they can put the pump back together. Still waiting. **Effluent Pump will be back and installed on Wednesday 1/30/2019.**
- City crew working on getting pond 3 & 4 cleaned by spraying and burning the weeds, cattails and small trees. Ponds 3 & 4 starting to look good, but still have spraying and burning to do. **On going**
- Al is working on getting quotes for new surge tanks and equipment for Northwest & Oil King Booster Station. **On going**
- Old Rifle Range – City crews have started removing the old tire and cleaning out the dirt inside the tires so that they can be hauled off to the landfill. **Still in progress**
- WWTP Concrete Yard Boxes and Ponds Rehabilitation Project. **Going out to rebid**
- Old dog pound building is getting painted inside and out. **Completed and they have added some new sidewalks.**
- Working on getting new laptop for daily Dissolved Oxygen Probes for all five ponds. **New laptop should be here 2/8/2019.**
- **New surveillance cameras have been installed around the plant.**
- **We have Mike Wilson Construction looking at installing a by-pass from the force main to the treatment plant for the Pond Rehabilitation Project.**

CITY ENGINEER

Project Status Update as of January 29, 2019:

1. Cambridge Signalization
 - a. Plans resubmitted to Caltrans on 12/14/18 based on their recommendations. Anticipate approval of plans or minimal comments within 30 days.
 - b. **Caltrans has approved the Encroachment Permit and we are finalizing the Right of Way documents and going to submit the Right of Way package to Caltrans for approval. Once Right of Way is approved we will request authorization for Construction and once approved we will release the project for bidding**
 - c. **Construction anticipated Summer of 2019.**
2. Rule 20A Undergrounding
 - a. City Engineer working with PG&E to underground overhead utilities on Elm Avenue from Cambridge Avenue to just south of Cherry Lane.
 - b. Project moving along slowly and is still years away from construction.
3. Phelps Ave Improvements
 - a. Project construction pushed to spring 2019 by request of WHCC District to prevent construction conflicts with on-site construction of administration building.
4. ATP Cycle 2 – Sidewalk Gap Closure Construction
 - a. **RJ Berry, Jr. Inc. is currently working on this project. Completion is anticipated at the end of March.**
5. ATP 2017 Cycle 3

- a. City was awarded additional funds for the project for a total grant amount of \$1,284,000 and a local match of \$175,000.
 - b. Scope change was requested to include changes to Sunset Avenue as well as reduce the amount of improvements due to increased construction prices. Anticipate getting a response from the CTC on the scope change in the middle of March.**
 - c. Design to begin once meeting with School District is complete.**
 - d. Topographic survey is underway for the project.**
 - e. Anticipate meeting with the School District in March to discuss proposed improvements on California and Baker.**
6. RSTP - Forest/Truman from 1st to Elm
 - a. City was awarded additional funds for the project for a total grant amount of \$1,400,000 and a local match of \$125,000.
 - b. Design complete and plans will be submitted to Caltrans this week.**
 - c. Anticipate construction in Spring 2019.
7. CMAQ - Paving of Various Alleys Ph. 3
 - a. Topographic survey has been completed and design is underway.
 - b. Construction is anticipated in 2019.
8. Water Treatment Plant Permanent TTHM Reduction Project
 - a. With Regional Water Resources Control Board review and approval permanent acid storage and feeding facilities changed to liquid CO2 for plant operator safety.
 - b. Design of permanent facilities in progress.
 - c. Anticipate construction in Spring 2019.
9. WWTP Concrete Yard Boxes and Ponds Rehabilitation Project
 - a. Bids opened on November 8, 2018 and they came in over budget.
 - b. All bids were rejected. Currently revising plans and specifications to reduce project scope to within budget and release for bidding with updated documents.**
10. City Standard Updates
 - a. City Engineer has been directed to begin updated the City Standards to comply with recent standards. The city standards were last updated in 2006.
 - b. Water Standard Plan update to backflow preventer started.

Respectfully Submitted

Pete Preciado, PE
Public Works and Utilities Director

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

Subject: Fire Department Report – December 2018
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Dwayne Gabriel, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

STATISTICS FOR OCTOBER

| | | |
|--------------------------------------|---|-----------|
| Fires | | Total 3 |
| Structure | 1 | |
| Vehicle | 1 | |
| Vegetation | 0 | |
| Rubbish | 1 | |
| Other | 0 | |
| Emergency Medical Service | | Total 104 |
| EMS Incidents | | 104 |
| Medical Assist | 0 | |
| Standby | 0 | |
| Hazardous Condition | | Total 0 |
| Service Calls | | Total 3 |
| Good Intent | | Total 14 |
| Cancelled Calls | 7 | |
| EMS Call – Party already transported | 0 | |
| Controlled Burning | 0 | |
| Wrong Location/No Emergency | 0 | |
| False Alarms | | Total 2 |
| Total Responses | | 121 |

INCIDENTS

No significant activity this month.

EVENTS

No events.

STAFFING

Our staffing currently is at 11. Minimum staffing continues at 4 per day, keeping one ambulance staffed daily. We will be conducting interviews on January 31st for Firefighter-Paramedic, and have three candidates scheduled to attend. Recruitment is on going.

AUTOMATIC AID

There were 2 automatic aid responses to assist CalFire this month for a total commit time of 2 hours 23 minutes.

COMMITTED STANDBY

There were no standbys this month.

PREVENTION

The Prevention activities for this month include:

Conducted 0 business fire inspections.

Conducted 5 residential sprinkler inspections

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: City Council's Consideration and Approval of the Lease Agreement with the
IMAGINARIUM: Institute of Fine Arts for the property located at 180 Pierce
Street-Community Garden
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Staff recommends that the City Council consider and approve the Lease Agreement with the
IMAGINARIUM: Institute of Fine Arts for the property located at 180 Pierce Street-Community Garden.

II. BACKGROUND:

The current lease agreement for the premises located at 180 Pierce is leased by Pierce Street Community
Garden, LLC. The current LLC is being dissolved and the Imaginarium: Institute of Fine Arts would like to
lease the property.

III. DISCUSSION:

The Imaginarium: Institute of Fine Arts would lease the property for the same terms as the Pierce Street
Community Garden, LLC. One year term for the rate of \$1.00 per year.

IV. ALTERNATIVES:

The City Council may choose not to approve the lease agreement.

V. FISCAL IMPACT:

The fiscal impact is dependent upon the final approved.

ATTACHMENTS:

| File Name | Description |
|-------------------------------------|--|
| LEASE_020719-020620_Imaginarium.pdf | 180 Pierce Street- Imaginarium IOFA Lease 2-2019 |

LEASE AGREEMENT

This Lease Agreement ("Lease"), dated **February 7, 2019** is entered into by and between the **CITY OF COALINGA, a California entity**, hereinafter referred to as the "City" or "Lessor", and **IMAGINARIUM: Institute of Fine Arts, a non-profit organization**, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of the real property ("Premises") located at 180 Pierce Street, Coalinga, California; and

WHEREAS, it is the mutual intent and desire of Lessor and Lessee to enter into a Lease of a City-owned premises in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. DESCRIPTION OF LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises situated in the City of Coalinga located at **180 Pierce Street, Coalinga, California.**

2. TERM

The term of this Lease shall be for a one-year period commencing from **February 7, 2019** and terminating on **February 6, 2020** ("expiration date"), or until such time as either Lessor or Lessee gives thirty (30) days advance written notice of termination, subject to any other provisions for termination provided for herein.

3. RENT /LEASE PAYMENTS

A yearly rent of **One and No/100 Dollars** (\$1.00), shall be paid by Lessee to Lessor commencing February 7, 2019.

Lease payments are due and payable in advance on the first (1st) day of each calendar year at the office of Lessor, 155 W. Durian Avenue, Coalinga, California 93210. Payments received after the fifteenth (15th) of each month shall be subject to a delinquency fee of Twenty Five and No/100 Dollar (\$25.00) per month.

4. IMPROVEMENTS TO BE PROVIDED BY LESSEE

Lessor must approve all leasehold improvement plans prepared by Lessee prior to commencement of work on said improvements. Lessee shall obtain and pay for all necessary license, permits and inspection fees relating to all leasehold improvements.

5. LESSEE ACCEPTANCE OF PREMISES

The occupancy of the premises by Lessee shall constitute an acknowledgement by Lessee that the premises are then in the condition called for by this lease, that Lessor has performed all its work with respect to the premises, and that Lessee waives all patent defects in the premises.

6. USE

The premises are leased to Lessee for the purpose of running a community garden. Lessee shall not use, or permit said premises or any part thereof to be used for a purpose(s) other than which the said premises are leased, or for purpose agreed to by Lessor.

7. WASTE: QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other property owner in the area.

8. ALTERATIONS: MECHANICS LIENS

- a) Lessee shall not make, or suffer to be made, any alteration of the premises, or any part thereof, without the prior written consent of Lessor. If alterations, improvements, or additions, have been made, Lessee shall remove any of these improvements before termination of the lease and leave the premises in the same condition it was found. If Lessor feels any improvements are beneficial to future tenants it is the option of the Lessor to waive the removal. In that event, the improvement shall become the property of the Lessor upon surrender or abandonment of the premises or termination of this Lease. Lessee will repair any damage to the premises caused by removal.
- b) Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon or about the premises and which may be secured by any mechanics, material man's or other lien against the premises or Lessee's interest in the premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligation secured matures or becomes due. Lessor shall have the right to post and maintain on the premises such notices of non-responsibility as are provided for under the mechanics lien law of California.

9. UTILITIES

Lessee shall pay all water and sewage utility services provided for the premises. Lessee shall pay for electric and gas services based on separate meters, and for garbage/refuse services provided to the premise. Lessee shall also pay for any street sweeping or other municipal services provided to the premises. Lessee shall be responsible for notifying the City utility department upon execution of the lease in order to register for utilities and paying any required fees and or deposits as required.

10. ABANDONMENT OF PREMISES; TRADE FIXTURES

Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned at the option of Lessor.

11. CARE AND MAINTENANCE OF THE PREMISES

Lessee shall maintain the premises in the same order and condition as when received, wear and tear in the usual and ordinary operation accepted.

12. NONDISCRIMINATION

The Lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall Lessee itself or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees on the land herein leased.

13. COMPLIANCE WITH THE LAW

Lessee shall, at its sole cost and expense comply with all of the requirements of all municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal ordinances and regulations now in force or which may hereafter be in force.

The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor is a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between Lessor and Lessee.

14. NON-LIABILITY FOR DAMAGE

Lessee agrees to and shall defend and indemnify Lessor against all claims, damages, causes of action, suits, or damages (including costs and expenses and attorneys' fees incurred in connection therewith) for death or injury to persons or for loss of or damage to property arising out of or in connection with the use or occupancy of the premises by Lessee.

In the event of any claims made or suits filed Lessor shall give Lessee notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.

15. INSURANCE REQUIREMENTS

Throughout the term, Lessee shall at its own cost and expense maintain insurance as set forth below.

General Liability

- Commercial General Liability Insurance no less than ISO form CG 00 01.
- Coverage must be on a standard occurrence form.
- Minimum Limits: \$1,000,000 per Occurrence, \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location
- Prior written consent is required if the insurance has a deductible or self-insured retention excess of \$25,000
- City of Coalinga, its officials, officers and employees must be an additional insured for liability arising out of the ownership, maintenance or use of that part of the premises leased to the Tenant/ Lessee/Concessionaire (ISO form GC 2011 or equivalent).
- The insurance provided to City of Coalinga, its officials, officers and employees as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City of Coalinga, its officials, officers and employees.
- The policy must cover inter-insured suits and include a “separation of Insured’s or “severability” clause which treats each insured separately.
- Required Evidence of Coverage:
 - Copy of the additional insured endorsement or policy language granting additional insured status;
 - Copy of endorsement or policy language indicating that coverage applicable to City of Coalinga, its officials, officers and employees is primary and non-contributory; and
 - Properly completed Certificate of Insurance

Standards for Insurance Companies

- Insurance policies must be issued by an insured with an A.M. Best’s rating of at least A: VII.

Documentation

- The name and address for Additional Insured Endorsements and Certificates of Insurance is City of Coalinga Attn: Senior Administrative Analyst 155 W. Durian Avenue Coalinga, CA 93210.
- Current Evidence of Coverage must be provided for the entire term of this agreement.
- Upon written request certified copies of required insurance policies must be provided within thirty (30) days.

Said policy (ies) shall provide thirty days prior notice of change or cancellation to the City Manager of the City of Coalinga, 155 W. Durian Avenue Coalinga, CA 93210.

A Certificate of Insurance is to be completed as part of this lease and certified copies of all policies required by this section shall be furnished to the Lessor within fifteen (15) days of commencement of the lease.

It is understood and agreed that approval of said policy (ies) shall in no way affect the terms and conditions of the hold harmless clause in this case which remain in full force and effect.

16. SIGNS

Lessee shall not place or permit to be placed any sign, decoration, marquee or awning on the exterior of the said premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld; and Lessee upon request of Lessor, shall immediately remove any sign, decoration, marquee or awning which Lessee has placed or permitted to be placed in, on or about the exterior of the premises without the prior written consent of Lessor and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails immediately to do so, Lessor may enter upon said premises and remove any such sign, decoration, marquee or awning and Lessee shall pay the cost of such removal to Lessor upon demand.

17. ENTRY BY OWNER

Lessee shall permit Lessor and its agents to enter into said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the premises. Lessee shall permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs.

18. ASSIGNMENT OR SUBLETTING

Lessee shall not encumber, assign or sublease any rights, duties, or obligations under this lease without the prior written consent of Lessor, which consent shall not be withheld unreasonably. Any change in ownership (voluntary, involuntary, by operation of law, or otherwise) of the controlling interest of Lessee from the signer(s) of this lease, shall be deemed an assignment subject to this paragraph. Consent of Lessor to any one assignment or sublease shall not be construed as consent to any future or other assignment or sublease by Lessee or any person claiming under Lessee.

19. INSOLVENCY; RECEIVER

Either: (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.

20. REMEDIES OF LESSOR

The following rights and remedies shall be available to Lessor in the event Lessee commits any acts of default during the term. These rights and remedies shall not be exclusive, but

shall be cumulative and in addition to any and all rights and remedies now or hereafter allowed by law.

- a) Even though Lessee breaches this lease, or abandons the leased premises, this lease shall continue in full force and effect for so long as Lessor does not terminate Lessee's right to possession of the leased premises; and Lessor shall be entitled to enforce all its rights and remedies under the lease, including the right to collect rent as it becomes due. Lessor shall not be deemed to have terminated this Lease or Lessee's right to possession until Lessor gives written notice of such termination.
- b) Lessor may elect, by written notice to Lessee, to terminate Lessee's right to possession of the leased premises at any time after the occurrence of any acts of default by Lessee, and in such event may, at Lessor's option, declare this lease and Lessee's right to possession terminated. In the event Lessor elects to terminate this lease and Lessee's right to possession as aforesaid, Lessor may recover as damages from Lessee the following:
 - 1) The worth at the time of award of the unpaid rental which has been earned at the time of termination of the lease; and
 - 2) The worth at the time of award of the amount by which the unpaid rental which would have been earned after the date of termination of this lease until the time of award exceeds the amount of such loss of rental that Lessee proves Lessor could have reasonably avoided; and
 - 3) The worth at the time of the award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of the loss of such rental that Lessee proves Lessor could have reasonably avoided; and
 - 4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's act or default or which in the ordinary course of things would be likely to result there from.

The phrase "the worth at the time of the award" as referred to in subparagraph (b) 1 and 2 is to be computed by allowing interest at the rate of ten percent (10%) per annum. The phrase "the worth at the time of the award" as referred to in subparagraph (b) 3 shall be computed by discounting such an amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

- c) Efforts by Lessor to mitigate the damages caused by Lessee's breach of this Lease shall not waive Lessor's right to recover damages under the foregoing provisions.
- d) Nothing in the foregoing subparagraphs shall affect the right of Lessor to indemnification against liability arising prior to the termination of this Lease for personal injuries or premise damage, or against mechanics' liens or other liens, claims or expenses.

21. SURRENDER AT END OF TERM

Lessee agrees on the last day of said term, or sooner termination of this Lease, to surrender unto Lessor all and singular premises with said appearances in the same condition as when received, reasonable use and wear thereof and damage by act of God or by the elements excepted, and to remove all of Lessee's signs from said premises. The voluntary or other surrender of this lease by Lessee, or mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment to it of any of all such subleases or sub tenancies.

22. ATTORNEYS FEES ON DEFAULT

In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorneys' fees which shall be fixed by court.

23. WAIVER OF DEFAULT

No waiver of any default shall be effective unless in writing and signed by an authorized representative of Lessor, and no such waiver shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this lease shall not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment.

24. CONDEMNATION

If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent Lessee shall be required to pay for the remainder of the term shall be only such portion of the rent specified herein as applies to the value of the part of the premises remaining in possession of Lessee after the condemnation; but in such event, Lessee shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemner. If all of the demised premises, or such part thereof, be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this lease shall thereupon terminate. Except as provided below, if a part or all of the demised premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to Lessor and Lessee shall have no claim thereto, and Lessee hereby irrevocably assigns and transfers to Lessor any right to such compensation or damages, except that to which Lessee shall be entitled under the next paragraph.

Lessee in no event shall have any claim whatsoever against Lessor for loss or diminution in value of the leasehold or for the value of any unexpired term of this lease, Lessee hereby expressly waiving any such right or claim; provided, however, that Lessee shall be entitled

to receive from the condemning authority any award or portion thereof made for loss or diminution in value of the leasehold, for the value of any unexpired term of this lease, for the taking of any of Lessee's property under the power of eminent domain, for the damages thereto caused thereby, and for any cost to which Lessee might be put in removing Lessee's premises.

25. BINDING ON SUCCESSORS

The covenant and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

26. CHANGE IN FORM OF OWNERSHIP

If Lessee be a partnership, a withdrawal or change, voluntary, involuntary, by operation of law, or otherwise of any of the partners thereof, or if Lessee be composed of more than one (1) person, a purported assignment of transfer, voluntary or involuntary, by operation of law, or otherwise, from one (1) thereof unto another or other thereof, or if Lessee be a corporation, a change in the ownership of thirty three and one third percent (33-1/3%) or more of its capital stock as owned as of the date of execution hereof during the term and any renewal of this lease, shall be deemed as an assignment prohibited hereby unless the written consent of Lessor be obtained hereto.

27. SERVICE AREAS

Lessee agrees that all receiving and delivery of goods and merchandise and removal of garbage and refuse shall be made only by way of the designated loading areas, or such portion of the parking areas operated by Lessor as Lessor may designate from time to time for such use by Lessee, and at such hours as may be designated by Lessor from time to time.

28. EXCUSABLE DELAYS

Any prevention, delay or stoppage due to causes beyond the reasonable control of the party obligated to perform shall excuse performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed by Section 3.

29. RULES AND REGULATIONS

Lessor shall have the right from time to time to promulgate reasonable rules and regulations and amendments thereto for the safety, care and cleanliness of the premises.

30. NOTICES

As used in this lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving

the election or option expressly requires notice. Unless the provisions of this lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice. All notices must be in writing, provided that no writing other than a check or other instruments representing the rent payment itself need accompany the payment of rent. Notice is considered given when (a) when delivered in person to the recipients named below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to Lessor: City of Coalinga
 City Manager
 155 W. Durian Avenue
 Coalinga, CA 93210

Notice to Lessee Imaginarium: Institute of Fine Arts
 c/o Mary B. Jones, CEO
 P O Box 968
 Coalinga, CA 93210

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

LESSEE:

Imaginarium Institute of Fine Arts, a non-profit organization

By: _____
Mary Jones

LESSOR:

CITY OF COALINGA

By: _____
Marissa Trejo, City Manager

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

Subject: Waive Second Reading and Adopt Ordinance 817 and Resolution 3888 regarding Commercial Vehicle Parking
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Waive Second Reading and Adopt Ordinance 817 and Resolution 3888 regarding Commercial Vehicle Parking

II. BACKGROUND:

This has been an on going process to address issues of commercial parking with in the City of Coalinga.

III. DISCUSSION:

The Coalinga Municipal code has several sections that deal with commercial parking in a variety of ways. First there can be no commercial vehicle parking in residential areas. Outside of the residential area restriction, a commercial vehicle over 6000 pounds can not park on the street between 9:00 pm and 6:00 am with a couple of minor exclusions. Then there is another section that prohibits parking of a commercial truck 9000 pounds or greater on a city street for longer than four hours. This ordinance is effective only if there are signs placed notifying the public of the restriction.

These ordinances are confusing and are difficult to enforce. In 2009, there was an unsuccessful attempt to pass a clarification ordinance designating areas where commercial trucks could park. Staff has done extensive research into neighboring city ordinances and is proposing a new ordinance.

In looking at locations to accommodate this type of activity, there are not many options. Issues of environmental impact, lack of adequate load bearing streets, noise, and future development all stand in the way. In consultations with staff, two locations can serve as a temporary truck parking areas until a more perminant solution is found. Both Pacific Ave and Merced avenue have wide enough streets that would allow for legal parking of a vehicle away from residential areas. Unfortunately this can only be a temporary solution. Future growth will make these locations unsuitable.

The ultimate solution to this issue is the development of a designated parking facility in the city. With the proper public or private investment, a facility could be a positive economic activity.

Staff recommends that the resolution have a one year sunset clause added so the effects of commercial truck parking in the designated areas can be analysed.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None

ATTACHMENTS:

| File Name | Description |
|--|---------------------|
| <input type="checkbox"/> ORD#817_2nd_Read_Commercial_Vehicle_Parking_020719.pdf | Ordinance No. 817 |
| <input type="checkbox"/> RESO#3888_Designating_Areas_for_Commercial_Vehicle_Parking_020719.pdf | Resolution No. 3888 |

ORDINANCE NO. 817

AN ORDINANCE OF THE COALINGA CITY COUNCIL AMENDING SECTION 4-4.721 OF TITLE 4 OF THE COALINGA MUNICIPAL CODE RELATED TO COMMERCIAL VEHICLE PARKING

The Council of the City of Coalinga does ordain as follows:

Section 1. Section 4-4.721 of the Coalinga Municipal Code, is amended to read as follows:

4-4.721 Commercial Vehicles: Parking Restrictions

(a) For purposes of this section, “commercial vehicle” is any commercial vehicle, commercial truck and/or commercial trailer having a manufacturers gross vehicle weights rating as defined in the Vehicle Code greater than ten (10) thousand pounds but shall not include recreational vehicles. By way of example, but not limitation, a tractor and trailer(s) or single trailer exceeding the weight criteria specified are a truck.

(b) No person shall park any commercial vehicle on the streets of the city except:

1. While loading and unloading property and it is necessary to do so during the restricted hours, in such case the parking of such trucks shall not continue for more than (60) minutes;
2. When a vehicle is parked in connection with and in aid of the performance of a service to or on a property in the block in which such vehicle is parked and additional time in excess of sixty minutes is reasonably necessary to complete such service;
3. By Council Action. By resolution the city council may designate and describe any street or portion thereof as a street the use of which is permitted for the parking, stopping, standing, or storing of any truck. In making such designation, the city council may, but is not required to, consult with the planning commission, the traffic safety committee, or such other bodies or consultants as it may deem advisable.
4. When a commercial vehicle is parked in a designated parking location for no longer than seventy (72) hours.

(c) Signage. The restrictions imposed by this section shall not be effective until the director of the department of public works shall have caused the placement of signs or markings as required by the California Vehicle Code at all entrances to the City to give notice to the public thereof. In addition, these restrictions shall not be effective as to state highways unless the city shall have received written authorization for such restrictions or prohibitions from the California Department of Transportation.

Section 2. This Ordinance shall take effect thirty days after its adoption.

Section 3. The City Clerk is authorized and directed to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation published and circulated in the City of Coalinga, within 15 days after its adoption. If a summary of this 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 three days prior to the February 7, 2019 meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall become effective 30 days after its adoption.

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of Coalinga held on the 3rd day of January 2019, and was passed and adopted at a regular meeting of the City Council held on the **7th day of February 2019**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Ron Lander

ATTEST:

City Clerk

RESOLUTION NO. 3888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA DESIGNATING CERTAIN AREAS AS COMMERCIAL PARKING ZONES

WHEREAS, the City Council of the City of Coalinga has passed Ordinance No. 817 which authorizes the City Council to establish commercial parking zones by resolution; and

WHEREAS, the City Council has determined the topic of commercial truck parking is a city-wide concern; and

WHEREAS, the City Council desires that there be designated areas where commercial truck parking will be authorized at the recommendation of staff, including the Chief of Police, the City Council does adopt by resolution the following requirements, subject to change from time to time; and

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

The following locations are authorized for commercial truck parking within the City, in addition to any requirements imposed by the State of California by law or regulation:

Authorized Locations:

1. Pacific St. south shoulder between Elm Ave. and Forest St.
2. Merced Avenue east shoulder between Lucille Ave. and Jayne Ave.

Failure to comply with the above requirements, or any amendments, will result in the issuance of a citation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Coalinga held on this 7th day of February, 2019 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

Ron Lander, Mayor

ATTEST:

City Clerk / Deputy City Clerk

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

Subject: Council Direction Related to Considering the Trestle Bridge Near Hannah and Phelps Ave as a Historical Landmark
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Community Development Director

I. RECOMMENDATION:

This was future agenda item requested by Mayor Pro-Tem Ramsey. Staff is seeking direction from the Council.

II. BACKGROUND:

At a previous meeting Mayor Pro-Tem Ramsey requested staff look into how the City could possibly declare the trestle bridge near Phelps Ave and Hannah Street an historical landmark. Staff has researched the process in how to submit a nomination to the State Historic Preservation Office and provided details on the discussion section of this report.

III. DISCUSSION:

California Historical Landmarks are sites, buildings, features, or events that are of statewide significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value. To be designated as a California Historical Landmark, a resource must meet at least one of the criteria listed below; have the approval of the property owner(s); be recommended by the State Historical Resources Commission; and be officially designated by the Director of California State Parks.

To be eligible for designation as a Landmark, a resource must meet at least one of the following criteria:

- The first, last, only, or most significant of its type in the state or within a large geographic region (Northern, Central, or Southern California).
- Associated with an individual or group having a profound influence on the history of California.
- A prototype of, or an outstanding example of, a period, style, architectural movement or construction or is one of the more notable works or the best surviving work in a region of a pioneer architect, designer or master builder.

Effects of the designation

- Limited protection: Environmental review may be required under California Environmental Quality Act (CEQA) if property is threatened by a project.
- Local assessor may enter into contract with property owner for property tax reduction (Mills Act).
- Local building inspector must grant code alternative provided under State Historic Building Code. Registration will be recorded on the property deed.

- Automatic listing in California Register of Historical Resources.
- Bronze plaque at site (underwritten by local sponsor) ordered through OHP; highway directional sign available through local Department of Transportation (Caltrans) district office.

Procedures for Designation

- Download and Complete the Nomination Packet, including, a Cover Sheet, and the appropriate DPR 523 forms.
- Obtain written consent from the property owner(s) for the nomination. Written consent from the property owner(s) is required for designation. If a plaque is requested, written permission of property owner(s) to place the plaque on his or her property must be stated in the letter.
- Complete application according to instructions.
- Submit cover letter, written consent from property owner(s), nomination, photographs, and maps to OHP for review.
- Nominations will be reviewed by OHP staff. Those that do not have written consent from the property owner(s), are inadequate or are not prepared according to the instructions will be returned to the applicant for further work.
- OHP notifies all applicants, property owners and appropriate governmental jurisdictions of the time and place of the SHRC meeting.
- If approved by the SHRC, the nomination is forwarded to the Director of California State Parks for final approval.

Here are some links to some additional resources: [California Historical Landmarks Registration](#)

IV. ALTERNATIVES:

California Points of Historical Interest

California Points of Historical Interest are sites, buildings, features, or events that are of local (city or county) significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value.

Points of Historical Interest designated after December 1997 and recommended by the State Historical Resources Commission are also listed in the California Register.

No historical resource may be designated as both a Landmark and a Point. If a Point is subsequently granted status as a Landmark, the Point designation will be retired.

The criteria, and designation effects are very similar to that of the CA Historical Landmark Designation

V. FISCAL IMPACT:

The fiscal impacts with submitting a nomination package is unknown as it may require improvements to the structure, environmental review, costs associated with acquiring owner consent, and staff hours to research eligibility.

ATTACHMENTS:

| File Name | Description |
|--|----------------------------------|
|  Landmark_Point_Nomination_Instructions.pdf | Landmark Nomination Instructions |

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

1725 23rd Street, Suite 100
SACRAMENTO, CA 95816-7100
(916) 445-7000 Fax: (916) 445-7053
calshpo@parks.ca.gov
www.ohp.parks.ca.gov

**California Office of Historic Preservation
Technical Assistance Series #13****How to Nominate a Property as a California Historical Landmark
or California Point of Historical Interest****Introduction**

This document describes the criteria and procedures for nominating a historical resource under two of the state registration programs: California Historical Landmarks (Landmarks), and California Points of Historical Interest (Points). The Office of Historic Preservation (OHP), State Historical Resources Commission (Commission), and California State Parks administer these two registration programs in accordance with provisions of the California Public Resources Code (PRC), Sections 5020.4, 5021, 5022, 5022.5, 5031 and 5032. (The text of these sections of the Public Resources Code can be found in Appendix A.)

OHP, a department of California State Parks, is the state agency responsible for statewide administration of historic preservation programs in California. OHP provides staff to the Commission, which holds public hearings on registration program applications. The Commission consists of nine members appointed by the Governor of California.

Because there are thousands of properties in the State of California that have played a prominent part in history and are important to the State or community in which they are located, it is necessary for the Commission to apply criteria in the registration of historical resources.

For the Landmarks and Points programs, the Public Resources Code authorizes the Commission to:

- Receive and evaluate applications for registration of buildings, structures, sites, or places as Landmarks or Points. The commission shall recommend Landmarks and Points that it determines meet the criteria.
- Maintain a register that identifies Landmarks and Points by number and description.
- Recommend to California State Parks the criteria and standards for acceptance of historical buildings, structures, sites, or objects for registration as Landmarks or Points.
- Recommend to OHP a standard design and detail for the marker or plaque that may be erected at registered Landmarks.

Recommend to California State Parks the type of directional sign that may be erected at registered Landmarks and Points. The Commission will review and evaluate all

applications for registration of Landmarks and Points at regular meetings of the Commission. The Commission will recommend registration and marking of Landmarks and Points to the Director of California State Parks. As a result of the Director's action to designate a Landmark or Point, the resource will also be listed in the California Register of Historical Resources.

For information on other historical resource registration programs administered by OHP, please visit the Registration Unit's page on the OHP website at www.ohp.parks.ca.gov/registration .

Landmark and Point Criteria

California Historical Landmarks

The basis for the landmark criteria is found in Sec. 5031 (a) of the Public Resources Code. All resources must be of statewide historical importance to California. They must demonstrate their statewide significance by meeting one of the following three requirements:

- The property is the first, last, only, or most significant historical property of its type in the region. The regions are Southern California, Central California, and Northern California. If a property has lost its historic appearance (integrity) it may be listed as a site.
- The property is associated with an individual or group having a profound influence on the history of California. The primary emphasis should be the place or places of achievement of an individual. Birthplace, death place, or place of interment shall not be a consideration unless something of historical importance is connected with his or her birth or death. If a property has lost its historic appearance (integrity) it may be listed as a site.
- The property is a prototype of, or an outstanding example of, a period, style, architectural movement, or construction, or it is one of the more notable works, or the best surviving work in a region of a pioneer architect, designer, or master builder. An architectural landmark must have excellent physical integrity, including integrity of location. An architectural landmark generally will be considered on its original site, particularly if its significance is basically derived from its design relationship to its site. (Note: Only preeminent examples will be listed for architectural importance. Good representative examples of a style, period or method of construction are more appropriately nominated to other registration programs.)

Resources moved from their original locations will not qualify for landmark designation unless they are significant for architectural value, or if they are the surviving structure most importantly associated with a prominent person or historic event. Two sites cannot be recognized for identical significance. Only one location, either the original site or the moved resource at its new site shall be designated. The Commission will determine which location is more appropriate for the designation.

Nominations may be submitted for individual buildings, groupings of related buildings, or for well-preserved and defined "historic districts" composed of landmarks from the same era or period.

Landmarks must be fifty years of age or older. Resources less than fifty years old will be considered for designation only if they possess exceptional design merit or historical significance that transcends the fifty-year age requirement.

Landmarks must be visibly accessible (not necessarily physically accessible; Landmark status does not require public access to the property) from a public thoroughfare.

All nominations must be accompanied by written consent from the property owner(s). Nominations must have sufficient research and be substantiated by historic context statements and bibliographical documentation. All nominations will be reviewed by the staff of OHP before they are presented to the Commission.

California Points of Historical Interest

The criteria governing the designation of Points are the same as those that govern the Landmark program, but are directed to local (city or county) areas. Points should meet the Landmark criteria stated above within a local geographical context. Point nominations must be accompanied by written consent from the property owner(s).

No historical resource may be designated as both a Landmark and a Point. If a Point is subsequently granted status as a Landmark, the Point designation will be retired.

Preparing the Landmark or Point Application Packet

Landmark and Point nominations are prepared on DPR 523 forms. The table below will help applicants select the appropriate DPR 523 forms for their nomination. The instructions for completing the forms are found in Appendix C. Electronic versions of the DPR 523 forms are available online at www.ohp.parks.ca.gov/registration, in PDF and MS Word format. Nominations must be accompanied by a cover sheet (see Appendix B), and written consent from the property owner for the nomination.

Printed forms should be accompanied by digital media containing the MS-Word files of all DPR forms and supplemental materials. CD-R or CD-RW or USB Flash drives are acceptable, as is submittal via email or Internet-based FTP site. Forms submitted via email must still be accompanied by hardcopy forms sent to the OHP office.

| Category | Examples | Required DPR 523 Form(s) |
|-------------------|---|--|
| Building | houses, barns, stables, sheds, garages, courthouses, city halls, social halls, commercial buildings, libraries, mills, factories, stationary mobile homes, train depots, hotels, theaters, schools, stores, and churches | 523A, 523B, 523I, 523K, 523L |
| Structure | bridges, tunnels, dredges, fire towers, turbines, dams, corncribs, power plants, silos, shot towers, grain elevators, windmills, kilns, mounds, earthworks, cairns, palisade fortifications, railroad locomotives and cars, boats and ships, telescopes, carousels, bandstands, gazebos, mines, aircraft | 523A, 523B, 523I, 523J, 523K, 523L |
| | canals, ditches, flumes, pipelines, roads, utility lines, fences, rock walls, railroad grades, and historic footpaths | 523A, 523B, 523E, 523I, 523J, 523K, 523L |
| Object | sculpture, monuments, boundary markers, statuary, fountains, and maritime resources | 523A, 523B, 523I, 523J, 523K, 523L |
| Site | habitation and village sites, rock shelters, hunting and fishing sites, petroglyphs and rock carvings, grounds and gardens, battlefields, campsites, shipwrecks, cemeteries and funerary sites, ruins of historic buildings and structures, treaty signing sites, natural features such as: springs, rock formations, Native American Ceremonial areas and pictographs, and other land areas having cultural significance | 523A, 523C, 523I, 523J, 523K, 523L |
| | designed landscape | 523A, 523B, 523I, 523J, 523K, 523L |
| | trails, and the ruins of canals, ditches, flumes, pipelines, roads, utility lines, fences, rock walls, an railroad grades | 523A, 523C, 523E, 523I, 523J, 523K, 523L |
| Historic District | college campuses, central business districts, residential neighborhoods, commercial areas, large forts, industrial complexes, civic centers, rural villages, complex canal or irrigation systems, groups of habitations and associated activity areas, large ranches/estates/plantations, transportation networks, and large landscaped parks | 523A (for the district and for each contributor), 523D, 523I, 523J, 523K, 523L |

Helpful Hints

- Use Continuation Sheets (DPR 523L) if the form does not provide enough space for the full physical description and the statement of significance.
- When preparing the physical description, provide a full narrative description of the property as it appears today, and as it appeared historically. Note the date of construction, architectural style, exterior construction materials, type of roof, number of stories, basic plan, and distinguishing architectural features. Fully describe any changes that have been made to the building since its original construction. Other buildings, structures, and objects on the property such as carriage houses, barns, garages, sheds, fountains, and pools should also be fully described and dated, as should significant landscape and garden features.
- All buildings, structures, and objects within the boundary of the nomination should be identified as contributing or noncontributing depending on whether or not they relate to the significance of the property.
- Remember when preparing the statement of significance to provide specific information about the events, persons, architectural styles, or methods of construction that make the property significant in social, cultural, economic, agricultural, political, military, or architectural history. The statement of significance should specifically identify the historic function of the property, the historic themes represented by the property, and the period of time when the property played a significant role or acquired significance.
- All statements must be supported by reference to some form of evidence. Supporting documentation may include published and unpublished books, manuscripts, historic photographs, oral histories, and newspapers or magazines.
- Sketch maps must clearly show the boundary of the nominated property, the footprint of all resources, a scale and a north arrow. Boundaries should be drawn to include the full extent of the historic resource.
- Provide good, clear photographs. Digital photos must be accompanied by a CD-R with all original photo files in JPEG, RAW or TIFF format (minimum resolution 2 megapixels, 1200x1600 image size.) Photo prints must be printed on inkjet paper intended for photographs, minimum print size 5"x7". The photographs must show all façades of the property, views of the property in its setting and significant exterior and interior features. Photographs should be numbered, dated, and labeled with the property name, the view (e.g., east side, camera facing west), a brief description, and name of photographer, in pencil or archival ink, or printed on whitespace on digital photo prints. 35mm prints are acceptable.
- Letters of support from interested parties are not required, but are welcome and become part of the public record.
- Supplementary materials to the nomination should be placed at the end of the nomination on continuation sheets. Such materials may include newspaper articles, scholarly reports, additional graphics, and photocopied materials. Digital scans of supplementary materials may be pasted onto continuation sheets or included as digital files on the media used for nomination documents and photos.

Completed Nominations

Completed nominations are submitted to OHP where they are reviewed by staff. Nominations requiring minor revisions will receive an RFI (Request for Information) letter with recommendations to address any deficiencies within a nomination. Those that do not have written consent from the property owner(s), are inadequate, or are not prepared according to the instructions will be returned to the applicant. When OHP has an acceptable nomination it is scheduled for hearing by the Commission. Nominations will not be scheduled for a hearing until they are considered complete by OHP staff. If approved by the Commission, nominations are forwarded to the Director of California State Parks for final approval.

The State Historical Resources Commission meets on a quarterly basis to review nominations, including CHL and PHI nominations. If a nomination is scheduled for hearing by the Commission, staff will notify the applicant, the property owner, the county board of supervisors, the mayor (if applicable), and the current Certified Local Government (CLG) representative (if the municipality is a CLG) 60 days prior to the hearing by mail. Pending nominations are posted on the OHP website at http://www.ohp.parks.ca.gov/?page_id=24368 on the same date.

Removal of Landmark or Point Designation

The Commission may withdraw the designation of a Landmark or Point for cause. The following may be grounds for removal:

- Substantial error in professional judgment as to whether the property meets the criteria for evaluation.
- Substantial procedural error in the nomination process.
- In the case of designation for architectural significance, a substantial loss of physical integrity, including marked changes in the setting of the resource, shall be grounds for removal. In general, any action that destroys or erodes the integrity or the significance that was the basis for the architectural designation shall be grounds for withdrawal of the official registration.
- In the case of designation for historical significance, a substantial loss of integrity, or the demolition or destruction of the resource shall result in the designation being renamed as the "Site of . . ."

**OFFICE OF HISTORIC PRESERVATION
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**Appendix A****Sections of California Public Resources Code
Related to Landmarks and Points Programs**

The full text of all State of California codes can be found on the internet at
<http://www.leginfo.ca.gov/calaw.html>.

5021. Registration of State Landmarks and Points of Interest; publications of archeological investigations.

The department shall consider all recommendations for registration made by the commission, and shall register, as state historical landmarks, those buildings, structures, sites, or places which the department deems to be important historical resources and shall register, as points of historical interest, those buildings, structures, sites, or places which the department deems to be historical resources of sufficient historical interest to qualify for the placement of signs pursuant to Section 5022.5. The commission shall maintain a register which shall identify by number and description such historical landmarks and points of historical interest. The department may publish results of office and field archaeological investigation annually and shall issue additional publications, such as detailed site reports and area resource reports, as necessary, to inform the public and educational institutions.

5022. Landmark and Point of Interest Plaques.

The department may contract with or cooperate with public or private agencies for suitable plaques, markers, and directional signs at the site of, or on the approaches to, registered historical landmarks or points of historical interest, including signs on highways and roads.

5022.5. Landmark and Point of Interest Directional Markers.

There shall be two categories of places of historical significance: the registered historical landmark and the registered point of historical interest. The location of the point of historical interest shall be designated by a sign indicating "Point of Historical Interest" with an appropriate direction, which sign shall be erected and maintained by the Department of Transportation, as to state highways, or the county authorities or city authorities, as to streets or highways under their jurisdictions. A local historical group or organization may raise a marker or plaque at a registered point of historical interest. Nothing herein shall require the signing of such points where parking is not available or where such signing would cause a traffic safety hazard or would interfere with the normal flow of traffic.

5022.6. Landmark and Point of Interest Markers; design; misdemeanor violation. The department shall adopt standard design and detail for the marker and for the plaque which may be erected or raised at registered historical landmarks. The use of such marker or plaque shall be prescribed by rule adopted by the department. Any person who maliciously or for commercial purposes, or contrary to such rule, uses or allows to be used any reproduction or facsimile of such standard marker or plaque in any manner whatsoever is guilty of a misdemeanor.

5023. Landmark and Point of Interest Markers; duty to maintain.

(a) It shall be the duty of the Department of Transportation to keep in repair all objects or markers adjacent to a state highway which have been erected to mark registered historical places and to keep such monuments or markers free from vegetation which may obscure them from view.

(b) It shall be the duty of the county authorities, in charge of county highways, and all city authorities, with respect to streets and highways under their respective jurisdictions, to keep in repair or cause to be kept in repair all objects or markers adjacent to a public highway which have been erected to mark registered historical places and to keep such markers and monuments free from all vegetation which may obscure them from view.

(c) It shall be the duty of the department to keep in repair or cause to be kept in repair all objects, markers and monuments designating any registered historical places in respect to which no obligation in respect thereto is imposed on other governmental agencies by this section, and the department shall keep such markers and monuments free from all vegetation which may obscure them from view.

5031. Qualified Historical Property.

"Qualified historical property" means privately owned property which is not exempt from property taxation, is visually accessible to the public, and which is:

(a) All landmark registrations up to and including Register No. 769, which were approved without the benefit of criteria, shall be approved only if the landmark site conforms to the existing criteria as determined by the California Historical Landmarks Advisory Committee or as to approvals on or after January 1, 1975, by the State Historical Resources Commission. Any other registered California historical landmark under Article 2 (commencing with Section 5020) of this chapter, except points of historical interest, and which satisfies any of the following requirements:

(1) The property is the first, last, only, or most significant historical property of its type in the region;

(2) The property is associated with an individual or group having a profound influence on the history of California; or

(3) The property is a prototype of, or an outstanding example of, a period, style, architectural movement, or construction, or if it is one of the more notable works, or the best surviving work, in a region of a pioneer architect, designer, or master builder; or

(b) A property which is listed on the national register described in Section 470A of Title 16 of the United States Code; or

(c) A property which is listed on a city or county register or inventory of historical or architecturally significant sites, places or landmarks, provided, that such property satisfies any of the requirements set forth in paragraph 1, 2 or 3 under subdivision (a).

5032. Additional criteria.

(a) "Qualified historical property" pursuant to Section 5031 includes:

- (1) Individual sites having structures.
- (2) Facades or portions of entire sites.
- (3) Historic districts.

(b) "Qualified historical property" does not include individual sites without structures.

(c) Commercial operation in itself does not necessarily disqualify a landmark's registration. However, should a commercial enterprise by its physical development plans, or its proximity, impact, excessive use, or management philosophy so dilute or erode the significance of or quality of the landmark's integrity, then an adverse effect shall have occurred and its registration may be withdrawn.

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**Appendix B****Landmark and Point Cover Sheet**

This form is available electronically (in MS Excel format) on the OHP website at http://www.ohp.parks.ca.gov/pages/1056/files/landmark_point%20registration%20form.xls
All Landmark and Point nominations require a cover sheet.

If you need assistance please contact the Registration Unit staff at <http://www.ohp.parks.ca.gov/registration>

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION

APPLICATION FOR REGISTRATION

☐

CALIFORNIA HISTORICAL LANDMARK
(Results in Automatic listing in the California Register)

☐

CALIFORNIA POINT OF HISTORICAL INTEREST

NAME OF HISTORIC PROPERTY

ADDRESS

CITY/STATE/ZIP CODE

COUNTY

ASSESSOR'S PARCEL NO.

NAME OF OWNER OF HISTORIC PROPERTY

ADDRESS

CITY/STATE/ZIP CODE

NAME OF APPLICANT

APPLICANT TELEPHONE NO.

ADDRESS

CITY/STATE/ZIP CODE

RECOMMENDED BY CHAIR, STATE HISTORICAL RESOURCES COMMISSION

DATE

APPROVED BY DIRECTOR, CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

DATE

DESIGNATION NO.

Appendix C

INSTRUCTIONS FOR PREPARING DPR 523 FORMS FOR NOMINATING A CALIFORNIA HISTORICAL LANDMARK OR CALIFORNIA POINT OF HISTORICAL INTEREST

Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816-7100

Revised September 2011

I. Introduction

In this manual, you will find the instructions for preparing the DPR523 forms used for nominating historical resources as a California Historical Landmark (Landmark) or California Point of Historical Interest (Point).

The State Historical Resources Commission (Commission) has determined the Historical Resources Inventory Form (DPR Form 523 A through L) series, henceforth DPR Form 523, provides the best means for recording the necessary level of information. The DPR 523 forms provide the means to locate, describe, and evaluate the nominated resource.

II. Selecting the Appropriate DPR 523 Forms

Depending on the nature and complexity of the resource, it may be necessary to use several of the forms included in this manual. For every Landmark and Point nomination, the minimum level of information required must be completed on forms:

- DPR 523A Primary Record
- DPR 523B Building, Structure, and Object Record (if applicable for the resource)
- DPR 523C Archeological Site Record (if applicable for the resource)
- DPR 523D District Record (if applicable for the resource)
- DPR 523L Continuation Sheet (as needed)

A. Classifying Historical Resources

When nominating a historical resource, it is useful to classify it. Categories of historical resources eligible for nomination and their definitions are as follows:

- **Building:** A resource created principally to shelter or assist in carrying out any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.
- **Structure:** The term used to describe a construction made for a functional purpose rather than creating human shelter.
- **Object:** The term is used to distinguish those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed, as opposed to a building or structure. Although it may be movable by nature or design, an object is associated with a specific setting or environment. Objects should be in a setting appropriate to their significant historic use, role, or character. Objects relocated to a museum are not eligible for listing.
- **Site:** The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric or historic event and if no buildings, structures, or objects marked it at that time.

- **Historic District:** Historic districts are unified geographic entities which contain a concentration of historic buildings, structures, or sites united historically, culturally, or architecturally. Historic districts are defined by precise geographic boundaries. Therefore, districts with unusual boundaries require a description of what lies outside the area, in order to define the edge of the district and to explain the exclusion of adjoining areas.

B. Required DPR 523 Form(s)

The table below provides examples of classified resources and the required DPR 523 forms necessary to complete a nomination for these particular resources.

| Category | Examples | Required DPR 523 Form(s) |
|-------------------|---|--|
| Building | houses, barns, stables, sheds, garages, courthouses, city halls, social halls, commercial buildings, libraries, mills, factories, stationary mobile homes, train depots, hotels, theaters, schools, stores, and churches | 523A, 523B, 523I, 523K, 523L |
| Structure | bridges, tunnels, dredges, fire towers, turbines, dams, corncribs, power plants, silos, shot towers, grain elevators, windmills, kilns, mounds, earthworks, cairns, palisade fortifications, railroad locomotives and cars, boats and ships, telescopes, carousels, bandstands, gazebos, mines aircraft | 523A, 523B, 523I, 523J, 523K, 523L |
| | canals, ditches, flumes, pipelines, roads, utility lines, fences, rock walls, railroad grades, and historic footpaths | 523A, 523B, 523E, 523I, 523J, 523K, 523L |
| Object | sculpture, monuments, boundary markers, statuary, fountains, and maritime resources | 523A, 523B, 523I, 523J, 523K, 523L |
| Site | habitation and village sites, rock shelters, hunting and fishing sites, petroglyphs and rock carvings, grounds and gardens, battlefields, campsites, shipwrecks, cemeteries and funerary sites, ruins of historic buildings and structures, treaty signing sites, natural features such as: springs, rock formations, Native American Ceremonial areas and pictographs, and other land areas having cultural significance | 523A, 523C, 523I, 523J, 523K, 523L |
| | designed landscape | 523A, 523B, 523I, 523J, 523K, 523L |
| | trails, and the ruins of canals, ditches, flumes, pipelines, roads, utility lines, fences, rock walls, an railroad grades | 523A, 523C, 523E, 523I, 523J, 523K, 523L |
| Historic District | college campuses, central business districts, residential neighborhoods, commercial areas, large forts, industrial complexes, civic centers, rural villages, complex canal or irrigation systems, groups of habitations and associated activity areas, large ranches/estates/plantations, transportation networks, and large landscaped parks | 523A (for the district and for each contributor), 523D, 523I, 523J, 523K, 523L |

III. How to Prepare DPR 523 Forms

Following are step-by-step instructions for completing the various DPR 523 forms. Required information is indicated with a **sidebar, asterisk, and bold type** in the instructions that follow. All records must be typewritten or computer-generated. Please make every effort to produce clear and easily readable maps, photographs, and drawings when they are required.

A. DPR 523 Primary Record Form

The Primary Record Form is required for every Landmark and Point nomination, regardless of the resource. It is used to nominate Buildings, Structures, Objects, Sites, and Districts. The form documents the information to locate and describe a nominated resource.

Header Block: Information provided in the shaded header block at the top of the form will be used to track resource records and the decisions made about a nominated resource. Enter the appropriate information in the spaces provided for Primary Number, Site Trinomial/Historic Resources Inventory Number, henceforth HRI Number, Other Listings, and National Register of Historic Places (NHRP) Status Code when known. The space provided for Review Code, Date, and Reviewer will be completed by the Office of Historic Preservation (OHP) and should always be left blank.

Primary Number: Enter a number only if one has already been assigned by a Regional Information Center.

Trinomial and/or HRI Number: Enter the appropriate number only if a number has already been assigned by OHP or an Information Center.

NRHP Status Code: Enter a 7 in this field for “not evaluated”.

Other Listings: Enter any national, state, and/or local designation program in which the resource is listed. Provide a reference number if applicable. Enter only those designations which have already been approved at the time of nomination. Use the following abbreviations: HABS (Historic American Building Survey), HAER (Historic American Engineering Record), NHL (National Historic Landmark), or provide the name of the local register where applicable.

Review Code/Reviewer/Date: To be completed by OHP staff.

***Resource Name or #:** Use this field to provide an identifier assigned by a recorder that can be used to link all the pages of the nomination. The identifier can be a historic or common name, parcel number, or any other designator which will consistently refer to the resource.

P1. Other Identifier: This space may be used to provide an identifier that relates to a project name, agency designation, or other unique identifier that pertains to the resource.

***P2. Location:** First, indicate whether or not the location of the resource should be kept confidential. Then provide the following information:

***P2a. County:** Give the name of the county or counties in which the resource is located. If it is located in more than one county, list first that county containing the majority of the resource. Include the appropriate county and state for resources whose boundaries extend outside of California.

***P2b. USGS 7.5' Quadrangle, Township, Range, and Section:** Provide the name of the United States Geological Survey 7.5' quadrangle(s) that cover(s) the area in which the resource is located and describe its legal location to the nearest quarter section where possible. For large or linear resources spanning an extensive geographic area, it may be helpful to provide several legal descriptions. Indicate the township, range, and base meridian for each legal description.

P2c. Address: Enter the complete address, if one exists, for the parcel on which the resource is located. Include the street or highway number and name, town or city, and zip code. For numbered highways, use "State Route" or "County Road" followed by a number.

***P2d. UTM:** Universal Transverse Mercator, henceforth (UTM), coordinates **are required for sites and should also be used for other resources that either do not have a street address or cannot be accurately located by the address due to the size of the parcel.** For example, linear structures rarely have addresses and many rural buildings are located on large parcels. In such cases, UTM coordinates should be provided to more accurately pinpoint the location of the resource.

Begin by entering the name of the United States Geological Survey quadrangle(s). Note the date the map was published or photorevised. For resources less than 10 acres, enter the UTM coordinate for the point corresponding to the center of the resource. Four UTM coordinates are required when identifying the corners of larger resources. UTM coordinates should be provided for both ends of linear structures and sites (or for the recorded segment of that resource). When more than one UTM coordinate is given, each reference point should be depicted on a Location Map.

P2e. Other Locational Data: While no further locational data is required, it may be helpful to supply additional information such as a parcel number; lot, block, and subdivision; and/or directions to a resource. Parcel numbers may be particularly useful to local governments that make decisions affecting historical resources.

***P3a. Description:** Provide a concise, well-organized description of the resource. Describe its physical characteristics and appearance and summarize any features that

are associated with it. Where possible, note all aspects of the resource that are observed, even if some of these elements are not recorded in detail.

Descriptions of buildings, structures, and objects should identify construction details, materials, workmanship, and alterations. Buildings should be described in terms of overall shape, number of stories, siding type, roof shape and materials, dormer shape, window location and pattern, door location, porch type, and ornamentation. Information on the nature and extent of any alterations should also be included. Boundary descriptions may be brief and refer solely to the resource's parcel where appropriate. Describe the area outside the boundaries, mentioning landscape, use, architecture, and other aspects related to the setting of the resource, as appropriate.

Descriptions of linear structures and linear sites should include an overview of the entire resource when possible, even in cases where only a segment of that resource is nominated. The overview should attempt to describe the type of resource, when it was constructed, how long it is, its shape, origin and destination, how it was constructed (e.g., materials, workmanship, special engineering accomplishments, etc.), setting and physical condition, and, to a limited degree, its function. When only a portion of a linear resource is nominated, that segment should be identified on a Location Map (DPR 523J).

Descriptions of sites should summarize observed physical characteristics and major cultural and natural features (e.g., midden, lithic scatter, shell mound, housepits, rock art, bedrock milling features, etc.). While interpretive comments may also be included, the principal goal of this section is to describe the site in as much detail as possible.

When nominating traditional cultural places (TCPs), the description should be based on information provided by members of that community which is historically associated with the resource. Refer to National Register Bulletin 38 (National Park Service 1990) for further information about recording TCPs.

Descriptions of districts should briefly summarize overall characteristics, setting, and the numbers and types of contributing and non-contributing resource elements. Discuss the characteristics that link the elements of the district to form a distinctive resource in and of itself. Mention natural and cultural features as appropriate. If you are describing an element of a district, provide the Primary Number and/or the resource identifier of the district, when known.

***P3b. Resource Attributes:** From the list of Resource Attributes in Section V of this document, enter those attributes which best define and describe the resource. Provide the code and a brief description for each attribute identified. For example, a complex resource may contain several attributes, such as "(HP2) single family property," "(AH2) building foundation," and "(AP4) bedrock milling feature." The codes provided in this data field will enable attribute-based record searches which, when combined with other variables, will facilitate contextual research.

***P4. Resources Present:** When nominating a resource with superimposed elements, such as a building located on top of an archeological site, check all categories that apply. If the resource is part of a district, check the box for "Element of District" in addition to the appropriate box (or boxes) that best describe the resource. If the record is being prepared to document a district, check the district box.

***P5. Photographs, and/or Drawings and Descriptions:** At least one clear and descriptive photograph is required for all records documenting buildings, structures, or objects, and may also be supplied when documenting sites. Describe the subject, view, date the photograph was taken, and the number of the photograph (roll and frame number) if 35mm film was used, in Field P5b. Digital photographs must be at least 2 megapixels in size (minimum resolution 1200x1600 pixels), accompanied by digital media with all photo files in JPEG, TIFF or RAW format. Digital photo prints must be printed on inkjet paper intended for photographic prints. Digital photos and prints should be in color, not black & white.

Photographs of buildings, structures, and objects should provide an overview of the resource in its setting or a detailed view of the resource itself where appropriate. One contemporary photograph showing the front and one side of the resource is usually sufficient for a district, but a nomination for a single property may require more than one photo. For some resources, it may be useful to provide additional views, supplementary historical pictures, photographs of details, and photographs of ancillary structures placed on Continuation Sheets (DPR 523L). This space may also be used for drawings, plans, maps of minor resources and isolated archeological finds, or for supplementary text where a photograph or other graphics are not required. A digital image may be posted into the DPR form's image box, or pasted into continuation sheets, but the nomination must also be accompanied by digital image files and a photo print of each nomination photograph.

***P6. Date Constructed/Age and Sources:** Indicate whether the resource is prehistoric, historic, or both; list the construction date or period of use; and briefly describe how that date or period was determined (e.g., 1930, Building Permit). Indicate whether the date or period of use is factual or estimated. The term "historic" applies to all historical resources associated with non-indigenous peoples, as well as those used by Native Americans after direct contact with non-indigenous peoples. The term "prehistoric" applies to all historical resources used by Native Americans prior to direct contact with non-indigenous peoples. Cite any references used to determine the age of the resource.

***P7. Owner and Address:** Give the name and address of the resource's current owner(s). If the owner is a government agency, clearly identify the agency by name (not simply "the State of California" or "the federal government"). The name and address of the managing unit may also be provided.

***P8. Recorded By:** Enter the name of the person who prepared the nomination, indicating their agency or organizational affiliation, if appropriate. Provide a complete address for that person, agency, or organization.

***P9. Date Recorded:** Indicate the date the nomination was prepared.

***P10. Survey Type:** Enter “California Historical Landmark Nomination” or “California Point of Historical Interest Nomination” in the space provided.

***P11. Report Citation:** Provide a complete citation for any report or publication, if one has been completed or is under preparation, documenting the discovery of the resource. List the name of the author, date of the report or publication, title, and the name of the government agency, private firm, university department, publisher, etc. for whom the report was prepared or published. If no report or publication exists or is planned, enter "none."

***Attachments:** Check any forms that are attached to the Primary Record and list any other attachments, if appropriate.

B. 523B Building, Structure, and Object (BSO) Record

Evaluation is a required field on the BSO Record. Completing an evaluation involves assessing whether a historical resource meets defined criteria to be designated as a Landmark or Point. The BSO Record can be used to evaluate and present detailed information about Buildings, Structures, and Objects.

The significance of a historical resource is best understood and judged in relation to a historic context. A historic context consists of a theme, pattern, or research topic; geographic area; and chronological period. The theme, pattern, or research topic provides a basis for evaluating the significance of a resource when it is defined in relation to established criteria. A historical resource is considered significant and, hence, eligible as a Landmark or Point if it is associated with an important historic context and it retains the integrity of those characteristics necessary to convey its significance. When considering the integrity of a historical resource, it is appropriate to take into account the seven factors of integrity: location, setting, design, materials, workmanship, feeling, and association.

Evaluation involves three basic steps: (1) identification of a significant historic context associated with the resource; (2) identification of the types of resources important in illuminating that context and the physical characteristics those resources must possess to reflect the significance of the historic context; and (3) an assessment of whether the resource being evaluated has those required physical characteristics. The amount of descriptive and historical information needed to establish whether or not a resource has the required physical traits necessary to convey its significance will depend on the complexity and type of resource being nominated.

Header Block: Enter the Primary Number, and HRI Number, and/or site Trinomial Number, if known. Leave these fields blank if the numbers are unknown.

***NRHP Status Code:** Enter a 7 in this field for “not evaluated.”

***Resource Name or #:** Enter the same name or number used in this field on the Primary Record (DPR 523A).

B1. Historic Name: Enter the historic name of the resource, if known. A historic name may be either the formal name used for the resource during its period of significance or a name closely associated with its significance. The historic name may refer to the builder, designer, or historic owner(s); significant persons or events connected with the resource; original or later uses of the resource; or accepted professional, scientific, technical, or traditional names for the resource.

B2. Common Name: Enter the resource's common or presently used name. If documenting a single family dwelling, use the current owner's name only if local residents strongly associate the house with that owner. If historic and common names are identical, enter "same." If the resource has no common name, enter "none."

B3. Original Use: Enter the original use(s) of the building, structure, or object. Other past uses may be described in Field B10 (Significance).

B4. Present Use: Identify the present use(s) of the building, structure, or object.

***B5. Architectural Style:** Use standard architectural terminology to describe the style or construction type of the building when applicable. If necessary, combine terms to describe the style (e.g., "Classical Revival with Craftsman elements"). See National Register Bulletin 16A (National Park Service 1991), Blumenson (1981), McAlester and McAlester (1984), City of Oakland (1978), and Whiffen (1969) for suggested stylistic terminology. See Sources of Additional Information for complete citations of these publications.

***B6. Construction History:** List alterations to the resource which substantially affect its architectural integrity. Be as specific as possible. For example, put "double-hung wooden sash windows with one pane in each sash" rather than merely "windows." Add the date(s) of the alterations, if known.

***B7. Moved?:** Check whether or not the resource has been moved and give the date of the move, if known. Include any available information regarding the original location of the resource.

***B8. Related Features:** List other important features of the resource. Such features might include barns, carriage houses, garages, outhouses, sheds, windmills, water towers, hitching posts, fences, walls, unusual curbs or sidewalks, formal gardens, prominent or unusual trees, and expansive lawns. Do not include other major historical resources that merit separate documentation.

B9a. Architect: If appropriate, enter the name of the architect, architectural firm, engineer, artist, landscape architect, or planner responsible for designing the building,

structure, or object. If the resource was not professionally designed, as in the case of a house constructed by an owner/builder, put "none." If no information about the designer is known, enter "unknown."

B9b. Builder: In the space provided for "Builder," enter the name of the person or firm actually responsible for the construction of the resource. Do not put the name of someone who merely commissioned the work. If no information is known, enter "unknown."

***B10. Significance:** Resources are generally evaluated using a historic context – an organizational format that groups information about related historical resources based on theme, geographic limits, and chronological period. The information provided in the following fields should describe why the resource is significant within a relevant historic context.

Begin by identifying the historic "Theme"—the subject or topic of historical study important to the resource. Examples include "Commercial Development," "Citrus Industry," "River Transportation," "Residential Architecture," etc. For "Area," list the locale in which the events of the theme occurred. Usually the area is the city or town in which the resource is located; however, there may be exceptions where contemporary boundaries do not coincide with historical boundaries. The area also might be a county, a part of a town, or a place defined by a topographical feature.

"Period of Significance" refers to a chronological period as it relates to the historic context and is defined as a year or range of years [e.g., Commercial Development (theme) in Bakersfield (area), 1896-1941 (period of significance)]. For "Property Type," enter the specific type of resource that is being evaluated within the historic context. For example, the context "Commercial Development in Bakersfield, 1896-1941" may include retail stores and office buildings as associated property types. Therefore, a form documenting the Woolworth Building in downtown Bakersfield would list "retail store" for the property type.

In the space marked "Applicable Criteria," enter the criterion or criteria upon which the resource is being evaluated. **If nominating a property as a California Point of Historical Interest or California Historical Landmark, use the Points and Landmarks criteria (see page 2 of this document), not California Register or National Register criteria.**

The statement of significance should explain why the resource is important in relation to its historic context(s). Make the strongest possible case using historical and/or architectural analysis as appropriate. Compare the resource with others that belong to the same property type and relate to the same historic context. Include an analysis of the integrity of the resource. Additional information about the resource may be included, even if it is not specifically related to the context identified, to the extent that it will help establish the significance of the resource. **If the property is the first, last, only or**

most significant of its type in a region, the statement of significance must support this statement with references and evidence.

B11. Additional Resource Attributes: The historic attributes of the resource refer to its characteristics at the time it gained significance. Choose up to six numbers from the list of Resource Attribute Codes in Section V of this document. Enter each number and a brief description, e.g., (HP3) Duplex. If more than one number is needed, the description may follow the numbers.

***B12. References:** List any documents and style books used to obtain information about the resource. Include page numbers and dates of publication. You may abbreviate citations if necessary, but do not merely cite a general bibliography available elsewhere.

B13. Remarks: Include information about zoning, threats to the resource, previous surveys, and other relevant information in this data field as appropriate.

***B14. Evaluator and Date of Evaluation:** Enter the name of the person responsible for evaluating the significance of the resource and indicate the date the evaluation was completed.

***Sketch Map:** In the space provided, draw or paste in a sketch map of the resource and any associated features discussed in Field B8 (Related Features). This **Sketch Map (DPR 523K)** is required regardless of whether or not a Location Map (DPR523J) is also needed. The sketch map need not be drawn to scale, but must include a north arrow. Name or otherwise identify important features associated with the resource. In urban areas and where possible in rural areas, identify the nearest intersection. Otherwise, show roads (with names), buildings, rivers, railroad tracks, and other features that may help others locate the resource. If the resource's boundaries are other than parcel boundaries, indicate as such. Online resources such as Google Maps, copied and pasted onto the form, are acceptable for use, if a north arrow is included on the map.

Space Reserved for Official Comments: Leave this space blank. Provide comparable space on MS Word electronic forms.

C. DPR 523C Archeological Site Record

The Archeological Site Record can be used to record detailed descriptive information about most historical resources classified as "Sites." The Archeological Site Record was specifically developed to accommodate the documentation of both prehistoric and historic sites. As such, it includes a number of data fields essential for recording certain types of sites, but is irrelevant for the documentation of others. **Note: Archaeological Site Records are generally not necessary for California Historical Landmark or Point of Historical Interest nominations, and are intended for use by trained archaeologists, not the general public.**

The Archeological Site Record **must be accompanied by a detailed Sketch Map (DPR 523K)**. The Sketch Map should accurately depict the details of the site in its immediate environmental setting thereby providing sufficient detail to allow a person unfamiliar with the resource to identify it on site. An archeological Sketch Map should be drawn to scale. It must include a datum point or points; site boundary; north arrow (labeled either “magnetic” or “true”); bar scale; the plotted location of features, collected specimens, units, and other materials (if present); and a legend. The datum and methods used to map the site should be described in Field A1 on the Archeological Site Record.

The site datum should be a relatively permanent natural or cultural feature. All features should be plotted accurately in correct relation to each other and the datum. Relevant information about the natural and cultural setting of the site should also be depicted. It is acceptable to estimate the locations of such natural features.

Several specialized recording forms have been developed as optional attachments to the Archeological Site Record. They include the Linear Feature Record (DPR 523E), Milling Station Record (DPR 523F), Rock Art Record (DPR 523G), and Artifact Record (DPR 523H). Instructions for preparing those optional attachments are provided later in this manual.

Header Block: Enter the Primary Number and/or site Trinomial Number, if known. Leave these fields blank if the numbers are unknown.

***Resource Name or #:** Enter the same name or number used in this field on the Primary Record (DPR 523A).

***A1. Dimensions:** Enter the length and width of the site, describe the units of measurement, and indicate how the dimensions were determined (i.e., describe methods used to map the site). All sites with prehistoric components must be measured in meters. The use of other appropriate units of measurement is acceptable for sites with historic components. The overall dimensions of multi-component sites should be measured in meters with other units of measurement used to supplement the description of historic features where appropriate. State the orientation of the measurements in the space between parentheses using one of the four basic compass lines. Describe the datum in sufficient detail that it can be relocated by subsequent investigators. Also provide the following information regarding how these limits were defined:

Method of Measurement: Check the box that defines how length and width measurements were made and describe any other methods used.

Method of Determination: Check all factors employed to determine the site boundary, including the distribution of artifacts and features; diminishing densities of cultural materials; changes in soil color or type; distinctive vegetation or topography; cultural materials visible in cut banks, animal burrows, or as the result of test excavation; or the

recognition of a historic property boundary. Provide a brief explanation of any other means used to determine the site boundaries. While it may not be possible to define absolute boundaries for a resource based on surface inspection, a clear justification should be offered for how the site's boundaries were defined.

Reliability of Determination: Estimate how reliable the boundary determination is and check the appropriate box. Explain as necessary.

Limitations: Check any factors that hindered accurate determination of the extent of the site and explain any additional limitations that were noted.

***A2. Depth:** Enter the depth of any archeological deposit(s) which are present at the site. An estimate of depth is acceptable as long as the rationale for that approximation is explained. Leave the space after "depth" blank and check "unknown" if there is uncertainty about the site's depth. Enter "surface" on the line following "depth," check "none" if there is no depth to the deposit, and indicate how this was determined.

***A3. Human Remains:** Record the presence or absence of any human remains observed on the site by marking the appropriate box. Indicate the quantity, condition, and location of any observed remains in the space provided after "explain." The location of observed human remains should be depicted on an attached **Sketch Map (DPR 523K)**. If any osteological material has been removed from the site, identify where it is curated or to whom it was transferred for reinternment or analysis.

***A4. Features:** Assign a number to every feature present on a site, show its location on an attached Sketch Map (DPR 523K), and describe the feature and any cultural constituents associated with it. If no features were observed, enter "none" or "none observed."

The description of each feature should identify, where possible, the type of feature; its age, function, size, and condition; the nature of any associated archeological deposits and cultural constituents; and any other pertinent details. Cultural constituents that are associated with or found near a feature should be described as an aspect of that feature, rather than in the general list of constituents entered in Field A5 (Cultural Constituents). List, briefly describe, and discuss the chronological implications of all cultural constituents associated with each feature or a meaningful sample of them.

Information about the numbers and types of bedrock milling features and rock art features should be briefly summarized in this field. Such features also may be recorded in greater detail on a Milling Station Record (DPR 523F) or Rock Art Record (DPR 523G) if appropriate.

***A5. Cultural Constituents:** List, briefly describe, and discuss the chronological implications of all cultural constituents not associated with features of the site. Constituents that are associated with features of the site should be described in Field A4 (Features). Cultural constituents encompass all artifacts, ecofacts, and other

residues of human activities. Provide a complete inventory of observed constituents when they occur in small quantities. For sites with large amounts of cultural material, describe the types of materials present and estimate their relative abundance, taking care to identify any temporally diagnostic remains.

***A6. Were Specimens Collected?:** Check whether or not any specimens were collected during the field visit that led to the preparation of the Archeological Site Record (DPR 523C).

If any materials were collected, attach an Artifact Record (DPR 523H) or a catalog containing comparable information and show the locations where the specimens were collected as specific points or collection units on an attached Sketch Map (DPR 523K). Be sure to indicate on the Artifact Record where the specimens are curated. Please note that specimens should only be collected under the auspices of a legitimate scientific study and with the permission of the landowner.

***A7. Site Condition:** Indicate the relative condition of the site as a whole by checking "good," "fair," or "poor" and describe existing alterations and/or disturbances of the resource, its major features, and its setting. Indicate the degree of disturbance and the agents that caused that disturbance. Consider whether the site retains integrity of setting, feeling, association, workmanship, design, materials, and location.

***A8. Nearest Water:** Enter the name, or type of water (if not specified in the name), seasonal availability, distance, and direction (from the site datum or site boundary closest to water source) to the nearest natural fresh water source or probable former source (for prehistoric sites) or historic source (for historic sites occupied after that source was created). If the nearest water cannot be determined, enter "unknown."

***A9. Elevation:** Enter the elevation or range of elevations for the site in meters or feet and describe how those measurements were determined (e.g., altimeter, interpreted from map, etc.).

A10. Environmental Setting: Briefly describe the present vegetation zone, plants, animals, soils, geology, landforms, slope, aspect, exposure, and other environmental characteristics of the site and its vicinity to the extent that such conditions are relevant to understanding the site and its importance.

A11. Historical Information: Briefly summarize information gathered from reports, publications, historic documents, and oral interviews. In cases where historic materials are present, but no documentary or testimonial evidence was found, state that the historic use is unknown. Indicate what sources were examined for information about the resource, even if the results were negative. Use a Continuation Sheet (DPR 523L) to attach historic maps and/or photographs if appropriate.

***A12. Age:** Check any categories that apply to the site and explain the evidence used to determine the period(s) during which it was occupied. If occupation of the site

extended over multiple periods, check all that apply. For prehistoric sites, describe any evidence that can be used to infer the site's position in a regional prehistoric chronological sequence where possible.

The protohistoric check box should be marked if a site was occupied by Native Americans during the historic period, as determined from historic accounts and/or the presence of materials introduced by non-native peoples. Specific dates of occupation or site use should be identified for other types of historic archeological sites when these dates are known.

A13. Interpretations: Provide information concerning any interpretations made for the site and discuss the evidence used to substantiate these interpretations. Possible interpretive categories include site function, demographic observations, cultural ecology, research or scientific value, and ethnographic/cultural affiliations. While the observations discussed here may or may not be sufficiently detailed to constitute an evaluation, they should provide data helpful for planning the evaluation and treatment of the site. This field should be used to present a full historic context statement and evaluation of a site for the purposes of a Landmark or Point nomination.

A14. Remarks: This field may be used to note additional information that does not readily fit elsewhere on this form. It may be useful to discuss the history of previous studies at a site, threats to the resource, or other data.

A15. References: List persons interviewed and documents used to discover information about the resource. Enter "none" if no information was sought. Provide a complete citation for each document, sufficient so that others may locate the source. Identify persons interviewed by their full name, address (if permitted by the interviewee), and the date of the interview.

A16. Photographs: This field should be used to record any photographs or other recorded images taken during the documentation of the site. A Photograph Record (DPR 523I) can be attached to the Archeological Site Record as an alternative to completing this field. If no images were taken, enter "none." Photographic documentation is strongly recommended for every site. Photographs should be placed on a Continuation Sheet (DPR 523L) and labeled.

***A17. Form Prepared By, Date, and Affiliation and Address:** Provide this information only if it differs from that given in Fields P8 and P9 on the Primary Record (DPR 523A).

D. DPR 523D District Record

Districts consist of a significant concentration or continuity of associated historical resources. The District Record provides a vehicle for documenting the linkages among individual resources in such a situation. The District Record will be used to evaluate the significance of the resource within the framework of a historic context.

A Primary Record (DPR 523A), Location Map (DPR 523J), and District Record (DPR 523D) are all needed to document the district as a whole. Every component or element of the district is then documented separately on its own Primary Record. In some cases, it may be appropriate to prepare additional documentation, such as on a DPR 523B (Building, Structure or Object) form, on a district component when it appears to be individually significant as well, and worthy of nomination on its own merit.

Minor features such as landscaping, fences, curbing, prospect pits, and widely dispersed archeological materials need not be separately recorded if they are adequately described in Field D3 (Detailed Description) on the District Record.

Header Block: Enter the Primary Number, HRI Number, and/or site Trinomial Number if known. Leave these fields blank if they are unknown.

***NRHP Status Code:** Enter a 7 in this field for “not evaluated.”

***Resource Name or #:** Enter the same name or number used in this field on the Primary Record (DPR 523A).

D1. Historic Name: If applicable enter the historic name of the district. A historic name may be either the formal name for the resource during its period of significance or a name closely associated with its significance. The historic name might also refer to accepted professional, scientific, technical, or traditional names for the district.

D2. Common Name: Enter the common or presently used name for the district. If historic and common names are identical, enter "same." If the resource has no common name, enter "none" or a brief description, such as “500-700 block of Maple Street.”

***D3. Detailed Description:** Provide a detailed description of the district, including those characteristics that give coherence to the area. Describe the nature and severity of any intrusions and disturbances. Mention design features, vegetation, and other relevant factors. List every resource which has been documented separately as an element of the district, and indicate whether or not that element contributes to the significance of the district. This information may be included in this field or as a separate entry on a Continuation Sheet (DPR 523L). Addresses should be given for all buildings and structures in a district if applicable. Other types of identified resources may be listed by Primary Number, Trinomial Number, HRI Number, and/or a resource identifier such as a historic name or temporary designation. Minor features of a district such as plantings, mining prospect pits, fences, and curbing need not be separately recorded on individual recording forms if they are adequately discussed in the text of the Detailed Description.

At least two photographs of representative streetscapes or other overall views must be included with the District Record; there is no set number of photos, but enough should be included to give a clear representation of the district, its contributors and non-contributors. Digital photos are preferred; print size should be at least 5"x7", minimum resolution 2 megapixels (1200x1600 pixel image size.) All digital photos must be

accompanied by digital media containing photo files in JPEG, TIFF or RAW format. Photo prints must be printed on inkjet paper recommended for photo prints. 35mm photo prints are also acceptable. Describe the subject, view, date the photograph was taken, and write this information on the back of the photo print in pencil or archival ink pen. Number all photos for reference. If a DPR 523I (Photographic Record) is included in the nomination that includes photo number, subject, view and date information, only the name of the nomination and photo number needs to be recorded on the photo back.

***D4. Boundary Description:** District boundaries may be described either in a narrative fashion or by entering the measurements of the maximum length and width of the resource. Narrative entries may use street names, property lines, geographical features, or other lines of convenience. When dimensions are given, indicate the units of measurement and describe the method used to obtain those measurements (e.g., taped, paced, extrapolated from map, etc.). The boundaries of the district and the district elements should be clearly depicted on a Location Map (DPR 523J) and/or a Sketch Map (DPR 523K).

***D5. Boundary Justification:** Provide a concise explanation as to how the boundaries of the district were determined, taking into account the property's significant elements, setting, integrity, and historical importance. Boundaries should encompass, but not exceed, the extent of the significant resources and land area that contribute to the importance of the district.

***D6. Significance:** The statement of significance should summarize the importance of the district in terms of its historic context, as defined by theme, period of significance, and geographic scope. The importance of each individual element of the district shall be addressed in the separate Primary Records (DPR 523A) prepared for each contributing resource. Only those resources that convey the significance of the district shall be considered as contributors. Ancillary features of contributing elements need only be described as related features on the individual records. Minor features and non-contributing elements of the district may either be recorded with a Primary Record and Location Map, if necessary, or simply described in Field D3 of the District Record.

Begin by identifying the historic "theme" – the subject or topic of study. Examples include "Commercial Development," "Railroad Logging," "Water Conveyance Systems," "Prehistoric Obsidian Quarry Exploitation," "Historic Mining Camps," etc. Next, identify the geographic scope in the "area" field. The geographic scope is the locale in which the events of the theme occurred. The scope could be a city, county, or region; scope could also encompass an entire state or the nation. The "period of significance," which refers to the chronological period identified in the historic context and is defined by a year or range of years [e.g., Railroad Logging (theme) in Sierra Nevada Region (area), 1890-1940 (period of significance)]. In the space marked "applicable criteria," enter the criterion or criteria upon which the district is being evaluated. In the large blank portion of this section (Significance) explain why the resource is important in relation to its historic context(s). Make the strongest possible case using historical, architectural, archeological, and/or other analyses as appropriate. Compare the district with others

that encompass the same property type(s) and relate to the same historic theme. Include an analysis of the integrity of the district, taking into consideration whether or not it retains integrity of location, design, materials, workmanship, feeling, association, and setting. Also indicate whether the district and its elements remain in use or have been abandoned. Additional information about the district may be included, even if it is not specifically related to the context identified, to the extent that it will help establish the significance of the resource.

***D7. References:** List the documents that were used to obtain information about the district. Include oral interviews, noting the name of persons interviewed, the date of the interview, and the address of the interviewee when possible. Provide a complete citation for each document. The report citation should list the name of the author, date of the report or publication, title, and the name of the government agency, private firm, university department, publisher, etc. for whom the report was prepared or published.

***D8. Evaluator/Date/Affiliation and Address:** Give the name, address, and organizational affiliation of the person responsible for evaluating the significance of the district and enter the date the evaluation was completed.

Sketch Map: A detailed Sketch Map (DPR 523K) is required when the layout and details of the district cannot be clearly conveyed on a Location Map (DPR 523J) due to the compactness of its elements. District Sketch Maps should be drawn to scale and must include the boundaries of the district, a north arrow, a bar scale, the plotted locations of all features and/or elements, and a legend. Include information about the environmental setting of the district. For urban building surveys, a parcel map may be used to create the Sketch Map. The parcel map should include all of the items mentioned above and clearly indicate the names of all streets included within the district.

E. DPR 523E Linear Feature Record

The Linear Feature Record may be used to supplement either minimal or detailed recordation of prehistoric and historic linear structures and sites. Linear features include most long, narrow constructed works classified as structures, like railroads, roads, canals or pedestrian paths, as well as trails, and the ruins of linear structures which are classified as sites. The Linear Feature Record may be used for documenting linear features in their entirety, segments of such resources, or observations made at a particular point along a linear feature.

When a linear feature or a segment of a linear feature is being nominated the nature of the entire resource should be described on the Primary Record (DPR 523A) in Field P3a (Description). Refer to the instructions for Field P3a for the kinds of information that should be included in the overall description of a linear feature. The Linear Feature Record can be used to gather descriptive information about a linear resource or it can serve as a supplement to formal evaluative documentation (e.g. BSO Record, District Record, etc.).

Header Block: Enter the Primary Number, HRI Number, and/or site Trinomial Number if known. Leave these fields blank if they are unknown.

L1. Historic and/or Common Name: Enter the historic and/or common name of the resource. A historic name may be either the formal name for the resource during its period of significance or a name closely associated with its significance. The historic name may refer to the builder, designer, or historic owner(s); significant persons or events connected with the resource; original or subsequent uses of the resource; or accepted professional, scientific, technical, or traditional names for the resource. In addition, a common or presently used name for the resource may also be provided if known. If the resource has no historic or common name, enter "none."

L2a. Portion Described: Check whether the record is for an entire linear feature, a segment of the resource, or a point observation on a linear feature. When recording a segment or point along a linear feature, provide a field designation for that portion or point and depict its location on an attached Location Map (DPR 523J).

L2b. Location of Point or Segment: To prepare a Linear Feature Record for a segment of a linear feature or a point on a linear feature, provide UTM coordinates, and any other locational information that will help identify the specific location that is being documented.

L3. Description: Provide information about the construction materials and techniques used and describe any features, artifacts, and/or archeological sites/deposits that may be associated with the linear feature. Provide plans, sections, or other drawings, as appropriate, on attached continuation sheets (DPR 523L). The observations made in this section should not duplicate information provided in Field P3a (Description) on the Primary Record. If a Linear Feature Record (DPR 523A) is prepared for an entire linear feature, this field may be used to supplement information provided on the Primary Record. When this record is used to describe a particular segment or point along a linear feature, this field should be used to define the specific details observed at that location.

Describe in detail each cultural feature associated with the linear resource. Number or otherwise designate each feature and plot its location on an attached Location Map (DPR 523J) and/or a detailed Sketch Map (DPR 523K). Also indicate if no features are observed. The features of a linear resource generally consist of components integral to the operation and proper functioning of that resource, as opposed to those resource elements such as a ditch tender's camp or railroad depot which would require separate documentation as major resource elements [see Field L5 (Associated Resources)]. Some examples of features of linear resources include:

| <u>Resource</u> | <u>Features</u> |
|-----------------|--|
| roads | retaining walls, culverts, and tunnels |
| ditches | siphons, flumes, spillgates, and gate valves |
| trails | blazes, cairns, and paving |

railroad grades through cuts, sidings, retaining walls, and trestles

The description of a feature should include information about its construction details, dimensions, and any artifacts found near the feature. Plans, cross-sections, and elevations may be attached to the record using Continuation Sheets (DPR 523L) when dealing with machinery. Feature descriptions should include information about the brand names and patent numbers recorded on the equipment.

L4. Dimensions: Enter the dimensions of the linear feature at the specific observation point, segment, or along the entire resource, or indicate the range of variations in those dimensions. When only a portion of a resource is recorded provide a scaled cross-sectional sketch in Field L4e and define the length of the segment you are recording. For historic resources, all dimensions should be in feet, for prehistoric features, all dimensions should be in metric units. Indicate how that dimension was determined (e.g., taped, estimated, etc.).

L4a. Top Width: Enter the width of the linear feature at its highest point and indicate the unit of measurement. For water delivery systems such as ditches and canals, the top width should be measured at the crest of the berm(s) or wall(s). Record more than one width or a range of widths, if appropriate. For example, a single water delivery system may be composed of a flume, earthen ditch, and concrete canal that each have different top widths which should all be listed in this field.

L4b. Bottom Width: Provide a width for the base of the feature or provide a range of widths, if appropriate.

L4c. Height or Depth: Enter the maximum depth or height of the resource, if applicable, or indicate the variation in that dimension along the length of the linear feature or segment thereof. If the depth/height of a linear feature has been modified (e.g., siltation of ditch), that fact should be noted in this field.

L4d. Segment Length: Enter the overall length of the segment of the resource being recorded and indicate the unit of measurement. If known, the length of the entire resource should be given in Field P3a on the Primary Record, (DPR 523A) and should also be repeated here if recording an entire linear resource. Define where dimensions were measured from (e.g., "from intake structure at dam to junction with Columbia Ditch") and note whether observation, extrapolation from maps, or direct measurement led to the determination of these dimensions.

L4e. Sketch of Cross-Section: Use the space provided to draw a representative scaled cross-section of the linear feature and indicate what direction the drawing faces.

L5. Associated Resources: List previously recorded resources that are historically associated with the use of the linear resource and if known provide a Primary Number, Trinomial Number, and/or HRI Number for each resource. Refer to a resource identifier,

such as a historic name, if a Primary Number is unknown or remains to be assigned. Associated resources which have not yet been recorded may also be mentioned.

L6. Setting: This field may be used to provide a general description of the natural or physical environment of the linear feature where that setting contributes to the significance or appreciation of the resource. Information listed in this category may include descriptions of natural features, landscape characteristics, slope, vegetation, and so forth. For example, it may be important to describe the flora associated with a trail that connects a series of meadows in a forested region or the geology and terrain of a flume hung from the wall of a canyon.

L7. Integrity Considerations: Describe any existing alterations to the resource, focusing on whether or not it retains historic integrity in terms of setting, feeling, association, workmanship, design, materials, and location. Indicate whether the resource remains in use or has been abandoned. Where possible provide an estimate of the proportion of the resource that has been destroyed or modified.

L8a. Photograph, Map, or Drawing: This space may be used for additional graphic documentation of the linear resource at the discretion of the recorder.

L8b. Description of Photo, Map, or Drawing: Enter view, scale, or other descriptive data.

L9. Remarks: This field may be used to present further historical information about the resource, discuss previous efforts to document it, and offer other information that does not fit elsewhere on this form.

L10. Form Prepared By: Provide this information only if it differs from that given in Field P8 on the Primary Record (DPR 523A).

L11. Date: Enter the date this record was prepared.

Mapping Linear Resources: A Location Map (DPR 523J) may be used to depict the portion of a linear resource that has been documented, its features, and those areas depicted through attached cross-section drawings, photographs, or other graphic documentation. For particularly complex linear resources, however, a detailed Sketch Map (DPR 523K) is recommended. Sketch Maps should be drawn to scale and must include a north arrow and bar scale. For large resources, include an overall map including the entire resource and smaller-scale submaps (with locations indicated on the main map) to show segments of the resource where contributing features exist.

F. DPR 523F Milling Station Record

The Milling Station Record may be used to provide a detailed record of one or more bedrock milling stations and any associated artifacts. A bedrock milling station is defined as a non-portable bedrock outcrop or boulder with surfaces and/or depressions ground into it for purposes of milling. The Milling Station Record is an optional form. It is designed to supplement the information in an Archeological Site Record (DPR 523C),

not to replace it. Nominators should prepare a Primary Record, Location Map, and Archeological Site Record when a site with a milling station(s) is submitted for nomination. Additional information may then be collected on a Milling Station Record.

Identify each separate bedrock outcrop with evidence of milling activities (milling station) as a numbered feature of a site. The location of each outcrop (milling feature) should be depicted on the Sketch Map of the site, with the total number of milling surfaces at that feature listed by type in Field A4 (Features) on the Archeological Site Record. The dimensions, rock type, and overall condition of each milling station should be provided in the upper portion of the Milling Station Record, along with the resource name or number listed in the Primary Record and the name of the person who prepared the record.

Give the dimensions of each milling station in metric units. Each dimension should be the maximum extent of the bedrock outcrop or boulder on which milling activities occurred. The height should be measured as the maximum distance from the ground to the highest point on the bedrock outcrop. Outcrops partially covered with archeological deposits should not be excavated to obtain measurements unless that excavation is part of a professional archeological testing program.

Appropriate information should then be entered in the lower portion of the Milling Station Record for each of the individual milling surfaces observed on a culturally modified bedrock outcrop. Spaces are provided for the feature number (milling station number), milling surface number (element of an individual milling station), type, dimensions, contents, and remarks. Use the keys provided at the bottom of the record for abbreviations of the types of features and their contents.

Dimensions for the individual milling surfaces present on a milling station should be measured with a tape in centimeters and recorded as the maximum length, width, and depth of the culturally modified (e.g., pecked and/or ground) bedrock. Use a straight edge laid across the rim of each milling surface to measure its maximum depth. The "Remarks" column may be used to record information such as wear patterns, surface residues, shape, configuration and condition of the culturally modified surfaces, and the presence of any associated artifacts on the outcrop/milling station.

Prepare a plan for each milling station on a Continuation Sheet (DPR 523L) showing the size and shape of the bedrock outcrop and the relative locations of the individual milling surfaces. The plan should include a north arrow (marked true or magnetic), distances between the individual milling surfaces on the outcrop, and a bearing and distance to a site datum. It is often helpful to include other details on the plan such as vegetation, height above ground, and associated artifacts. If a milling station plan is drawn to scale and includes a bar scale, it is not necessary to indicate distance between the individual surfaces on the outcrop.

G. DPR 523G Rock Art Record

The Rock Art Record may be used to record detailed information about individual rock art features. Rock Art is defined as any non-portable bedrock outcrop, boulder, cave wall, or other rock surface intentionally modified by pecking, scraping, grinding, and/or the application of pigment to form a graphic design/image. The Rock Art Record is an optional form. It is designed to supplement the information in an Archeological Site Record, not to replace it. Nominators should generally prepare a Primary Record (DPR 523A), Location Map (DPR 523J), and Archeological Site Record (DPR 523C) when a site with a rock art feature(s) is submitted for nomination. Additional information may then be collected on a Rock Art Record if desirable.

Identify each separate bedrock outcrop or boulder with rock art on it and assign a number to the rock art panel that corresponds with its designation as a feature of a site. The location of each rock art panel (feature) should be depicted on the sketch map of the site and briefly described in Field A4 (Features) on the Archeological Site Record. Use the following instructions to complete the Rock Art Record.

Header Block: Enter the Primary and/or site Trinomial Numbers if known. Leave both fields blank if they are unknown.

Resource Name or #: Enter the same name or number used in this field on the Primary Record (DPR 523A).

R1. Feature/Panel #: Identify the number assigned to the feature and indicate how many total rock art panels are present at the site after the word "of."

R2. Feature/Panel Location: Enter the distance and azimuth from a site datum to a designated position on the rock art panel or feature as shown on a plan. If the site datum is a point within the rock art, so indicate. Also check whether the rock art was found on a cliff face, boulder, bedrock outcrop, cave/rockshelter surface, or other location and describe any other kinds of locations.

R3. Host Surface: Describe the type of rock or other host surface on which the rock art panel or feature appears and identify the color of that surface rock outcrop and rock art images.

R4. Host Background: Check any characteristics that pertain to the background surface of the host rock or ground surface including patination, painting, glacial polish, smoke blackening, lack of natural alteration ("natural"), and other surface conditions. Provide an explanation if you check "other."

R5. Detailed Description of Feature/Panel: Check whether the feature consists of petroglyphs, pictographs, a geoglyph, or a combination of such elements and then describe the size of the feature and host rock outcrop or ground surface, number and types of elements or stylistic motifs, method of production, color of motif, and other relevant descriptive details. All measurements should be taped in metric units.

R6. Feature/Panel Integrity and Natural/Cultural Deterioration: Check whether the rock art feature or panel is in good, fair, or poor condition and note any natural and cultural modification or deterioration by checking any items that apply. Use the space provided to explain in greater detail whether the feature/panel retains integrity of setting, feeling, association, workmanship, design, material, and location.

R7. Style(s) and Suspected Cultural Affiliation: Identify the rock art style(s) and cultural affiliation of the group(s) known or believed to have created the images in the rock art panel. Offer reasons supporting any statements about the stylistic and cultural affiliations of the rock art.

R8. Elements Superimposed?: Check whether or not any elements are superimposed and describe superimposed elements by style, position, and relative age if known. Be sure to clearly depict superimposed elements on the plan showing the rock art panel.

R9. Feature/Panel Visibility: Check whether the rock art feature or panel is visible, semi-visible, or hidden from public view. Take into account the remoteness and accessibility of the site and how obtrusive the rock art is to an untrained observer.

R10. Associated/Nearby Cultural Materials: Describe any artifacts, ecofacts, or other cultural residues found in close proximity to the rock art panel. If no materials are observed near the panel, enter "none."

R11. Conservation Recommendations: Describe any conservation recommendations that may help preserve the rock art panel.

R12. Form Prepared By and Date: Supply the name of the recorder and the date this record was prepared only if it differs from the information supplied in Field P8 on the Primary Record (DPR 523A).

Sketch of Rock Art Panel/Feature: Sketch the panel on a Continuation Sheet (DPR 523L) showing the size and shape of the bedrock outcrop and the relative locations of the individual elements/motifs on that outcrop. The sketch should be drawn to scale, including a north arrow (marked true or magnetic), bar scale, and a bearing and distance to a site datum. Include other details, such as vegetation, height above ground, associated artifacts and distance to a road or trail if relevant. A photograph of the rock art panel is also recommended, attached on a Continuation Sheet.

H. DPR 523H Artifact Record

The Artifact Record may be used to record information about any specimens observed and/or collected at an archeological site. Information comparable to that requested on the Artifact Record is required when any specimens are collected from a site. The Artifact Record is also useful for listing any diagnostic materials that are noted, but not collected. When used as supporting documentation, the Artifact Record may provide details that require only summary description in Field A4 (Features) or Field A5 (Cultural Constituents) on the Archeological Site Record (DPR 523C).

Begin by listing the Primary Number and Site Trinomial Number if known. Then repeat the resource name or number listed on the Primary Record. Describe where any collected specimens are curated, giving the name of the institution and its address. Provide the artifact/specimen number (field designation or accession number), type, condition, description (form, material, etc.), dimensions, and provenience. The location of the specimen may be a collection unit or azimuth and distance from site datum. Show each location on a Sketch Map (DPR 523K), indicate whether the specimen was drawn or photographed, and if it was collected.

I. DPR 523I Photograph Record

The Photograph Record may be used to record information about any type of photographic images prepared as a record of a historical resource. It may be used in conjunction with any of the other records described in this manual. It is designed to identify images taken as still photographs, filmed or taped movies, aerial photographs, slides, etc. and to provide technical details relating to the capture of those images.

Begin by providing the name of the project. List the resource name or number for each resource in the "Subject/Description" column for individual exposures. Spaces are provided for camera format, lens focal length, film type and speed (or digital media type and format), year, media repository, date, time, exposure/frame number, subject, view toward, and accession number (if any). It also may be helpful to identify the places where photographs are taken on an accompanying Sketch Map (DPR 523K).

J. DPR 523J Location Map

The purpose of the Location Map is to accurately depict the location of the resource on a United States Geological Survey (USGS) topographic quadrangle or other government map. The Location Map differs from a Sketch Map in that it generally does not depict the internal arrangement of a resource. The only exceptions to this rule are the Location Maps created for linear resources and districts, which may depict component features and/or elements.

The Location Map is optional for buildings located on small parcels of land in urban areas when an address is provided. It is required for sites as well as other resources that do not have a street address. Location Maps are also recommended for resources that are located on large parcels where an address may not satisfactorily pinpoint the location of the resource within the parcel.

Header Block: Enter the Primary Number, HRI Number, and/or site Trinomial Number, if known. Leave these fields blank if the numbers are unknown.

Enter the same Resource Name or Number used in this field on the Primary Record (DPR 523A).

Provide the name, scale, and publication date of the map(s) used to depict the location of the historical resource in the space provided and include a copy of the appropriate

portion(s) of that map or maps on the Location Map record. If the map has been photorevised, place the date of the revision in parentheses following the original date the map was published. OHP recommends using maps published by the government, particularly United States Geological Survey topographic quadrangles (for rural areas) and Assessor's regional index maps (for urban areas). Because privately published maps are subject to copyright restrictions, it is important to check with OHP before submitting such materials.

All Location Maps should include a bar scale and north arrow. Accurately plot the shape and location of the resource on an appropriate map. Very tiny resources may be depicted with a dot, while the exact configuration of larger resources should be drawn to scale using a heavy black line to indicate the perimeter of the resource. When possible, show the entire alignment of a linear resource, even if only a segment is nominated. Do not obscure map details by solidly filling in the areas covered by large historical resources.

K. DPR 523L Continuation Sheet

The Continuation Sheet is a general form that can be used for a variety of purposes including the presentation of: (1) continued text, (2) feature and artifact illustrations, (3) photographic prints, (4) historic maps, and (5) updating the information from a prior survey effort. Every Continuation Sheet must provide the resource name or number as it appears on the corresponding Primary Record (DPR 523A) for the resource, the name of the recorder, and the date the record was prepared. Continued information should be clearly referenced with the number and name of the data field it relates to. Graphics should be labeled to indicate their subjects, view, scale, and sources as appropriate. The source of all historic photographs, maps, or drawings should be identified.

IV. Resource Attribute Codes

The following codes should be used to define the attributes of historical resources in Fields P3b and B11 on the Primary Record and Building, Structure, and Object Record respectively. The codes are first summarized below and then defined in greater detail in the following pages of this appendix.

Attributes of Historic Resources

| | |
|------------------------------------|---|
| HP1. Unknown | HP24. Lighthouse |
| HP2. Single family property | HP25. Amusement park |
| HP3. Multiple family property | HP26. Monument/mural/gravestone |
| HP4. Ancillary building | HP27. Folk art |
| HP5. Hotel/motel | HP28. Street furniture |
| HP6. 1-3 story commercial building | HP29. Landscape architecture |
| HP7. 3+ story commercial building | HP30. Trees/vegetation |
| HP8. Industrial building | HP31. Urban open space |
| HP9. Public utility building | HP32. Rural open space |
| HP10. Theater | HP33. Farm/ranch |
| HP11. Engineering structure | HP34. Military property |
| HP12. Civic auditorium | HP35. CCC/WPA property |
| HP13. Community center/social hall | HP36. Ethnic minority property (list group) |

| | |
|----------------------------|-------------------------------------|
| HP14. Government building | HP37. Highway/trail |
| HP15. Educational building | HP38. Women's property |
| HP16. Religious building | HP39. Other |
| HP17. Railroad depot | HP40. Cemetery |
| HP18. Train | HP41. Hospital |
| HP19. Bridge | HP42. Stadium/sports arena |
| HP20. Canal/aqueduct | HP43. Mine structure/building |
| HP21. Dam | HP44. Adobe building/structure |
| HP22. Lake/river/reservoir | HP45. Unreinforced masonry building |
| HP23. Ship | HP46. Walls/gates/fences |

Attributes of Historic Archeological Sites

| | |
|-----------------------------------|------------------------------|
| AH1. Unknown | AH9. Mines/quarries/tailings |
| AH2. Foundations/structure pads | AH10. Machinery |
| AH3. Landscaping/orchard | AH11. Walls/fences |
| AH4. Privies/dumps/trash scatters | AH12. Graves/cemetery |
| AH5. Wells/cisterns | AH13. Wharfs |
| AH6. Water conveyance system | AH14. Ships/barges |
| AH7. Roads/trails/railroad grades | AH15. Standing structures |
| AH8. Dams | AH16. Other |

Attributes of Prehistoric Archeological Sites and Ethnographic Sites

| | |
|------------------------------|--------------------------------|
| AP1. Unknown | AP9. Burials |
| AP2. Lithic scatter | AP10. Caches |
| AP3. Ceramic scatter | AP11. Hearths/pits |
| AP4. Bedrock milling feature | AP12. Quarry |
| AP5. Petroglyphs | AP13. Trails/linear earthworks |
| AP6. Pictographs | AP14. Rock shelter/cave |
| AP7. Architectural feature | AP15. Habitation debris |
| AP8. Cairns/rock features | AP16. Other |

Historic Resource Attribute Definitions

HP1. Unknown: No reasonable guess can be made about the historic use or function of the resource.

HP2. Single Family Property: A building constructed to house one family.

HP3. Multiple Family Property: Any building providing longer than temporary lodging for more than one person or household, e.g., duplexes, apartment buildings, dormitories, bunkhouses, etc.

HP4. Ancillary Building: Barns, outhouses, detached garages, carriage houses, sheds, etc.

HP5. Hotel/Motel: Any building or group of buildings providing temporary lodging for travelers.

HP6. Commercial Building, 3 stories and under: Any type of building dealing with management, retail sales, or marketed services, e.g., stores, banks, gas stations, office buildings, etc. Do not include basement in height count.

- HP7. Commercial Building, over 3 stories: Do not include basement in height count.
- HP8. Industrial Building: Any building where the manufacture or distribution of products occurs, e.g., canneries, mills, foundries, warehouses, etc.
- HP9. Public Utility Building: Any building that houses services available to the public at large, e.g., firehouses, power houses, electrical substations, etc.
- HP10. Theater: Any place where plays, variety shows, motion pictures, etc., are presented. Includes amphitheaters.
- HP11. Engineering Structure: A structure not covered in any other category, e.g., docks, runways, water towers, etc.
- HP12. Civic Auditorium: Publicly owned buildings for concerts, speeches, etc.
- HP13. Community Center/Social Hall: Any building designed to hold meetings of social groups, e.g., fraternal halls, women's clubs, boy scout cabins, etc.
- HP14. Government Buildings: Any building designed to house government administration or transactions, e.g., post offices, city halls, county courthouses, etc.
- HP15. Educational Building: Any building with an educational purpose, e.g., schools, libraries, museums, etc.
- HP16. Religious Building: Any building holding religious ceremonies or connected the operations of religious organizations, e.g., churches, seminaries, parsonages, etc.
- HP17. Railroad Depot: Stations and other buildings connected to the operation of railroads and streetcars, e.g., sheds, roundhouses, etc.
- HP18. Train: Engines, streetcars, and rolling stock.
- HP19. Bridge: Any overpass for automobiles, trains, pedestrians, etc.
- HP20. Canal/Aqueduct: Any artificial waterway for transportation or irrigation. Includes large pipes, conduits, drainage ditches, and bridge-like structures for carrying water.
- HP21. Dam: Any barrier constructed to hold back water.
- HP22. Lake/River/Reservoir: Any inland body of water, natural stream of water, or place where water is collected and stored.
- HP23. Ship: Any vessel able to navigate inland or ocean waters.
- HP24. Lighthouse: Any building or structure from which ships are guided by sight or sound.
- HP25. Amusement Park: An outdoor place with various amusement buildings, structures, or devices. Includes zoological parks.
- HP26. Monument/Mural/Gravestone: 1) Any object with a commemorative or artistic purpose, e.g., statue, obelisk, sculpture, etc.; 2) Any painting, photograph, etc. on a wall or ceiling.
- HP27. Folk Art: Any object that expresses the artistic capacities of a people without being the product of formal training.

HP28. Street Furniture: Any object that is permanently placed near a street, e.g., fire hydrants, streetlights, benches, curbstones, hitching posts, etc.

HP29. Landscape Architecture: Any place in which trees, bushes, lawns, fountains, walls, etc. have been arranged for aesthetic effect.

HP30. Trees/Vegetation: Any plant, whether planted or growing naturally, not part of a landscape plan.

HP31. Urban Open Space: Any area that has experienced little building or other development within a city limits, e.g., parks, grounds, or large open lots.

HP32. Rural Open Space: Any area that has experienced little building or other development outside city limits.

HP33. Farm/Ranch: Any place where crops or animals are raised.

HP34. Military Property: Any property owned by one of the US armed services, including the National Guard.

HP35. New Deal Public Works Project: Any property built under one of the public works programs of the New Deal. Includes properties aided by funds or personnel from the Works Progress Administration (WPA) and successors, Public Works Administration (PWA), Civilian Conservation Corps (CCC), etc.

HP36. Ethnic Minority Property: Any property closely associated with events, individuals, groups, or social patterns important in the history of an ethnic group. Includes properties designed by important ethnic group members. Add further information by including the name of the ethnic group involved. The Office has abbreviations for five groups, so put these two letters in front of the name: AA African Americans, CH Chinese, JA Japanese, LA Latino, NA Native Americans. The Office will adopt other abbreviations as properties associated with other ethnic groups are identified.

HP37. Highways/Trail: Any roadway, from freeway to footpath.

HP38. Women's Property: Any property closely associated with events, individuals, groups, or social patterns important in the history of women. Includes work of women designers, as well as buildings such as YWCAs and women's clubs.

HP39. Other: If no other code applies, enter HP39.

HP40. Cemetery: Burial ground with monuments (except archeological sites).

HP41. Hospital: Any facility for treatment of the sick.

HP42. Stadium/Sports Arena: Any structure or building that provides a place in which sporting events are viewed.

HP43. Mine: Any structure or building connected with mining, e.g., mine shafts, head frames, stamp mills, shops, etc.

HP44. Adobe Building/Structure.

HP45. Unreinforced Masonry Building.

HP46. Walls/Gates/Fences.

Historic Archeological Site Attribute Definitions

AH1. Unknown: No characteristics listed on the site record.

AH2. Foundations: Structural footings or lineal alignments made from wood, brick, or rock to support a structure, e.g., slabs of concrete, leveled earth pads, pilings, walls, stairs, etc.

AH3. Landscaping: Evidence of modification through contouring of the land or planting vegetation, e.g., hedgerow, orchards, terraces, and ponds.

AH4. Privy Pits/Trash Scatters/Dumps: Any refuse deposits, outhouse pits, or other accumulation of debris, e.g., trash pits, trash scatters, outhouse pits, and dumps.

AH5. Well/Cistern: A hole or receptacle designed to hold or provide access to water which may or may not be lined.

AH6. Water Conveyance System: Any device constructed to transport water over a distance, e.g., flumes, pipes, ditches, canals, and tunnels.

AH7. Road/Trail/Railroad Bed: A lineal construction, either depressed, elevated, or on ground level, designed to facilitate the transportation of people or vehicles, e.g., bridge, railroad grade, tunnel, trail, wagon road, etc.

AH8. Dam: A barrier constructed to contain a body of water.

AH9. Mine: An excavation and associated structures built into the earth to extract natural resources (ore, precious metals, or raw lithic materials). This category includes quarries. Examples include shafts, elevators, mining tunnels, quarry, glory holes, tailings.

AH10. Machinery: A mechanical device, e.g., mills, farm equipment, steam donkeys, windmills, etc.

AH11. Wall/Fence: Any wall or fence including post holes or posts placed at regular intervals, retaining walls, post-cairns, walls, fences, jetties, and breakwaters.

AH12. Grave/Cemetery: Any single or multiple burial location.

AH13. Wharf: A structure or remains of a structure built at the shore of a harbor or river for the docking of ships or boats, pier, dock.

AH14. Ships/Barges: Floating vessels designed for transporting people or goods across water.

AH15. Standing Structure: Any historic building that is still standing, e.g., outhouse, shed, house, cabin, office building, barn, etc.

AH16. Other: Check if there is no other category in which the site description could be placed.

Prehistoric Archeological Site Attribute Definitions

AP1. Unknown: No characteristics listed on the site record.

AP2. Lithic Scatter: A major characteristic of the site is a scatter of chipped or flaked stone resulting from human manipulation, e.g., obsidian flakes and few or no other artifacts.

AP3. Ceramic Scatter: A major characteristic of the site is a scatter of pot sherds. If the site contains both lithics and ceramics, check both.

AP4. BRM/Milling Feature: Site contains one or more bedrock mortars, milling surfaces, or cupules which indicate material processing activity.

AP5. Petroglyphs: Site contains a stone surface which has been scored by humans in a patterned manner for a purpose other than material processing. This category includes intaglios.

AP6. Pictographs: Site includes any design painted on a rock surface.

AP7. Architectural Feature: Site contains any feature which indicates the presence of human construction activity, e.g., post holes, house pits, dance house, sweat lodge, hunting blinds, fish traps, etc.

AP8. Stone Feature: Site contains a patterned arrangement of rocks purposefully constructed or modified, e.g., rock alignments, cairns, rock rings of unknown function, etc.

AP9. Burial: The site contains human bone.

AP10. Cache: The site contains a natural or constructed feature used for storing food or goods.

AP11. Hearths/Pits: Site contains any feature which indicates cooking activity, such as roasting pits, association of cracked or burnt rock, discolored soil, ash, and carbonized wood or plants.

AP12. Quarry: Site contains a source of lithic material with evidence of human usage.

AP13. Lineal Feature: Site contains natural or constructed features indicating human use, such as trails, earth works, windrows or stone fences.

AP14. Rock Shelter/Cave: A concavity within a rock surface evidencing human use.

AP15. Habitation Debris: Site contains a deposit characterized by a wide range of artifacts, materials, or features which represent a variety of human activities.

AP16. Other: Check here if there is no other category in which the site description can be placed.

V. Sources of Additional Information

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

Subject: Council Discussion and Direction regarding a Code Amendment for the Residential Estate Zone, Fences and Decorative Features
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Community Development Director

I. RECOMMENDATION:

Staff does not have a recommendation and is seeking Council direction related to the Code Enforcement action taken at the property located at northwest corner of Monroe and Monterey as this was a future agenda item requested by Councilman Adkisson.

II. BACKGROUND:

On January 10, 2019, the City of Coalinga issued a code violation for the installation of an illegal gate (archway) in the designated front yard at the property located at the northwest corner of Monterey and Monroe Street. This project is part of an approved site plan for a future single family residence and shop building where a temporary six (6) foot wood fence and gate was permitted across the future Monroe Street alignment in order to prevent unauthorized vehicles until the time when the future road is constructed and the fence would have to be taken down. This was never intended to be a permanent installation.

The setback is the perpendicular distance from the property line to the closest point of the exterior wall or posts of the building. The building envelope indicates the limits to which a building can be built on the property based on the required setbacks. The gate/archway was installed in the front yard setback.

The planning and zoning code does not permit gates/fences located in the front yard to exceed 3 feet in height if solid and 4 feet if it is an open design.

Sec. 9-4.203(a)(1). - Fences and freestanding walls.

Maximum height. (1) Front, side and rear yards. Fences, walls and hedges shall be no more than three (3) feet tall within the front yard setback, and between five (5) to six (6) feet tall within the side and rear yard setbacks in any Zoning District, unless otherwise prescribed by the Zoning regulations for specific circumstances. Fences in residential districts are permitted to be up to four (4) feet tall within the front yard setback if the face of the fence is an open design, as defined in Chapter 1, Article 2, Definitions, of this title.

In accordance with the planning and zoning code, the definition of a fence is an artificially-constructed barrier of any material or combination of materials erected to enclose or screen an area of land. An open fence is one that is composed of at least fifty (50) percent open spaces and no more than fifty (50) percent solid materials. This includes wrought iron style or tubular steel fences. Solid fences are those that obstruct the view of objects on either side and may be made of masonry, wood, or other materials.

In the instance of a decorative archway or entry gateway, Section 9-4.203(a)(4) states that..... one entry gateway, trellis, or other entry structure is permitted in the required front or street-facing side yard of each lot,

provided that the maximum height or width of the structure does not exceed ten (10) feet. Such decorative feature shall not have any solid obstruction that exceeds two (2) feet in length or diameter, between the height of three (3) and ten (10) feet.

It was requested by Councilman Adkisson to bring this item before the City Council as a future agenda item to discuss the violation and its applicability to the development code and seek possible ways to allow the archway to remain without removal, if the law prescribes. Staff in consultation with the City Attorney reviewed the applicable codes and have provided an analysis of the code sections in the discussion section of this report.

III. DISCUSSION:

Location: Northwest Corner of Monterey and Monroe

Zoning Designation: Residential Estate (RE)

The planning and zoning code is explicit as it relates to fence heights in both the front, street side, interior side and rear yards. This standard is applied to all locations in the City. By definition the archway that was installed is part of the fence/gate and/or considered a decorative entry gateway and by regulation held to the max height and width standards as prescribed in the City's ordinances as all other areas in the City.

Staff, in conjunction with the City Attorney have reviewed the planning and zoning code as it relates to fences and free standing walls as identified above and there does not seem to be a legal remedy that would equitably allow the fence/gate to remain without unavoidable consequences in other areas of the City considering the changes that would have to be done to the code.

Typical remedies, at the City Council's disposal, used in these circumstances are either through the issuance of a variance or a zoning text amendment. According to the City Attorney both instances would result in a grant of special privilege or create unavoidable consequences related to fence design standards.

Zoning Text Amendment (Amend Language in the Planning and Zoning Code)

For example, in a text amendment the code would have to be amended to allow max fence heights to match that of the gate currently installed or amend section 9-4.203(a)(4) and expand the regulations on decorative features in the front yards. In this instance that would permit anyone in a residential district the right to install a fence or a decorative feature in their front yard the size of what was installed at Monroe and Monterey property which is estimated at 21 feet.

Variance

The purpose of a variance is intended to provide a mechanism for relief from the strict application of the planning and zoning code where strict application will deprive the property owner of privileges enjoyed by similar properties because of the subject property's unique and special conditions.

In the instance of variance there are (3) very strict findings that have to be made in order to grant a variance to the development code. When considering the findings of a variance in this case, meeting the legal standard without a grant of special privilege poses a challenge.

Sec. 9-6.703. - Required findings (variance).

(1) There are special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, whereby the strict application of this title will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district;

(2) Such special circumstances were not by the owner or applicants; and

(3) The variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

This report is intended to provide the City Council the applicable code sections that apply to the violation that was sent to the property owners related to the installation of the decorative archway. Staff is seeking direction from the Council as to how they would like to proceed based on the information and options provided.

IV. ALTERNATIVES:

- Council may choose to take no action resulting in the removal of the archway.

V. FISCAL IMPACT:

None determined at this time.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Council Direction Regarding Staff Findings Related to Managing Cannabis Odor and Potential Amendments to the City's Existing Regulations
Meeting Date: February 7, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Community Development Director

I. RECOMMENDATION:

Staff is requesting direction from the City Council as to whether the City Council desires to proceed with the following:

- Zoning Ordinance Text Amendment to remove the current prohibition on odor detection from outside the premises;
- Develop standards (odor control plan) to ensure a reasonable ventilation system and odor control filtration measures have been designed and implemented to reduce the existence of odor from cannabis facilities with the understanding that odor will be detected beyond the cannabis premises.

II. BACKGROUND:

In past meetings the City Council has discussed the possibility of amending the current odor standards in the municipal code as it relates to cannabis operations.

Section 9-5.128(d)(15) states: Odor Control. Cannabis operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises, outside the building housing of the cannabis operations, or anywhere on adjacent property or public rights-of-way. As such, cannabis operations must install and maintain the following equipment or any other equipment which the City's Building Official and Police Chief determines has the same or better effectiveness, if a smell extends beyond a property line:

- (a.) An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
- (b.) An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

Council directed staff to discuss these measures with the Cannabis Industry and look into possible amendments and solutions that would create a clear requirement for the cannabis industry when designing their facilities and well as an understanding how and when enforcement action could be taken if an operator is not operating within the regulations of the City.

Staff researched several ordinances related to odor and different technical approaches to reducing detectable odor from cannabis facilities. Staff also looked into ways where the City can standardize odor control, if desired by the City Council, with the understanding there will still be a detectable odor from adjacent

properties and those levels may vary. The cannabis industry is comfortable with installing ventilation and filtration systems to reduce the odor or cannabis from their facilities. However, in particular situations such as greenhouses, the strict application of the current ordinance prohibiting odor from being detectable from the property line is not attainable.

III. DISCUSSION:

Text Amendment

Currently the code prohibits smell from leaving and/or being detectable beyond the property line of the operation. The text of the City's cannabis regulations would have to be amended to include language that would no longer prohibit odor from being detectable. The council would also have to declare that cannabis related activity odors are not objectionable. Section 9-4.409 of the planning and zoning code states that: "No use, process, or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site."

Existing Regulations for other Jurisdictions

Staff reviewed several local ordinances and staff did not find any where odor can be detectable outside the facility or beyond the property of the facility. Staff reviewed 13 different City ordinances using CannaRegs as a resource.

Technologies and Approaches to Reduce Odor

Staff did tremendous amount of research regarding technologies and approaches where odor for cannabis and other substances have been reduced or eliminated. However, there are several factors that are involved in reducing the existence of odor, from the type of building construction, design of the ventilation and filtration systems, management and maintenance of the system and staff training. The biggest factor being building construction type as to whether odors can be completely eliminated.

Some best practice approaches used to reduce or eliminate odor are double door design, odor monitoring and sensing equipment, closed and open climate systems, carbon filtration/scrubbing, control air speed, ozone generators, odor neutralizers, sealed greenhouses, and negative pressure systems designed to completely exchange or refresh the air in a room.

In addition to identifying the technologies and best practice approaches, the City would need to develop a blueprint for an odor control plan that would set guidelines the City deems acceptable to reduce the detection of odor to an acceptable non-objectionable level. In concept the plan would address odor to the extent where the City is conformable with odor mitigation understanding there may still be detection of odor from surrounding properties as long as the operator is adhering to their City approved odor control plan.

Staff has prepared a rough outline as to how the odor control plan may look which can then be refined by a consultant who would have the expertise on developing the technological aspects of the plan guidelines.

- Identify specific odor-emitting activities and their phases (timing, length, ect.)
- Administrative Controls (equipment, maintenance, record keeping, management, staff training, ect.)
- Engineering Controls (industry specific best control technologies used, evidence of technology to sufficiently mitigate odors, reviewed by a certified engineer and/or Industrial Hygienist)
- System Design
- Operational Processes
- Maintenance Plan

Staff is seeking direction from the Council how to proceed with addressing odor from cannabis facilities. The council may choose a path to reduce the restrictions on odor or choose to keep the odor regulations as they

are. If Council wishes to proceed with amending the regulations to reduce the threshold for cannabis related odors, staff will return to the Council with proposals for a consultant to assist staff with developing odor control plan guidelines in addition to proceeding with a zoning text amendment to amend the language in the existing code.

IV. ALTERNATIVES:

- Council may choose to take no action and keep the existing odor control regulations in place.
- Council may choose to direct staff to proceed with a text amendment to reduce the odor standards including the development of an odor control plan to minimize but not eliminate the existence of cannabis related odor.

V. FISCAL IMPACT:

Costs associated with developing guidelines for an odor control plan are unknown at this time, however, staff is anticipating that it will require the assistance of a certified professional engineer.

ATTACHMENTS:

File Name

Description

No Attachments Available