City Council Staff Report DATE: November 22, 2022

ITEM#: 4.A

**CATEGORY:** Communication

SAVE THE DATE-SUPERVISOR DON NOTOLLI'S OPEN HOUSE, SATURDAY, JANUARY 7, 2023.

#### **SUBJECT:**

Supervisor Don Notolli's Open House, Saturday, January 7, 2023.

#### **FISCAL IMPACT**

There is no fiscal impact.

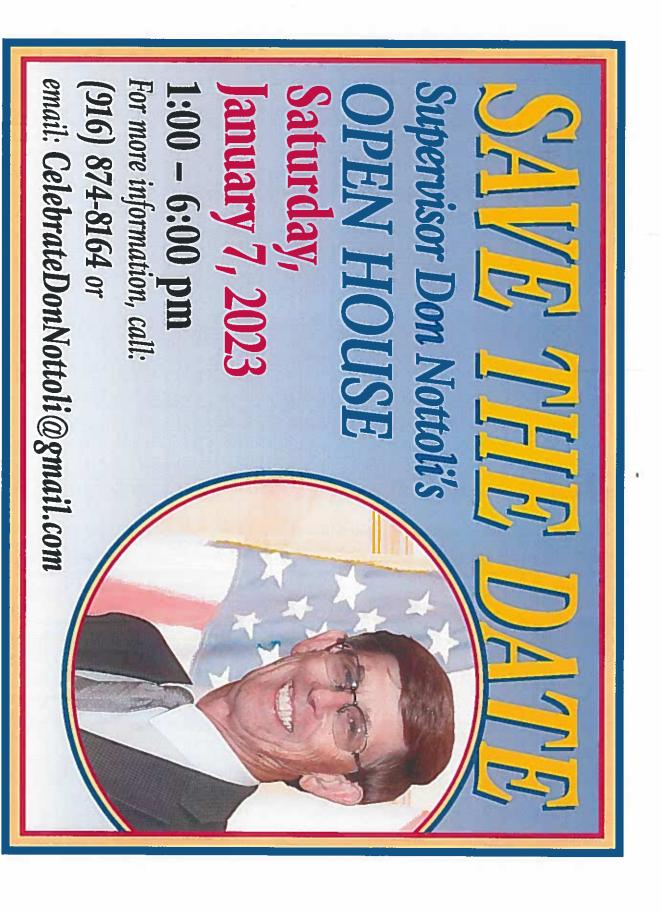
#### RECOMMENDATION

City Council receive communication.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepedà

Reviewed by: City Manager, Charles Bergson \_\_\_\_





City Council Staff Report DATE: November 9, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

## MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF NOVEMBER 9, 2022

#### **SUMMARY**

A. Review of the Special City Council Meeting minutes of November 9, 2022.

#### FISCAL IMPACT

There is no fiscal impact associated with this action.

#### RECOMMENDATION

A. City Council review and approve the draft minutes of the Special City Council meeting of November 9, 2022.

#### **ATTACHMENTS**

• Minutes of the Special City Council Meeting of November 9, 2022.

Reviewed by: Charles Bergson, City Manager

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk

#### CITY OF ISLETON

#### **Special City Council Meeting Minutes**

Wednesday, November 9, 2022 at 6:30pm 208 Jackson Boulevard Isleton, California 95641 You can call in to join our public meeting

#### TELECONFERENCE OR IN PERSON MEETING

Moved from November 8, 2022 to November 9, 2022 due to the General Election

This meeting will be held via teleconference or in person, pursuant to Executive Order N-29-20 issued by the State of California Executive Order by Governor Gavin Newsom on March 17, 2020. All members of the public interested in participating in this Zoom meeting can dial in by phone at 408-638-0968 (do not put a 1 before the number), Personal Meeting ID 337-903-7904# (for Personal ID just hit #) and then Passcode 123456#. For computer log-in, follow the link below.

Join Zoom Meeting

https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGR1M1BpajcwZz09

Meeting ID: 337 903 7904

Passcode: 123456

#### 1. OPENING CEREMONIES

- A. Welcome & Call to Order Vice Mayor Pamela Bulahan called to order at 6:30pm.
- B. Pledge of Allegiance
- C. Roll Call

PRESENT: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene.

#### 2. AGENDA CHANGES OR DELETIONS

ACTION: None.

#### 3. PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

ACTION: Joe Kessner – Dog attack at Isleton Meadows, killed 2 and 1 suffering emensley- 4 dead alpacas. Called City and Yvonne called animal control. Animal Control said, city staff canceled call. Yvonne said, I did not cancel animal control. Dogs are being euthanized. Sue Tipp – 100<sup>th</sup> Anniversary on Mother's Day.

#### 4. COMMUNICATION

A. California Department of Water Resources - the Isleton found to be compliant with the National Flood Insurance Program.

ACTION: Information only.

#### 5. CONSENT CALENDAR

**A. SUBJECT:** Approval of Minutes of the Regular City Council Meeting of October 25, 2022.

**RECOMMENDATION:** City Council review and approve the draft minutes of the Regular City Council meeting of October 25, 2022.

ACTION: Councilmember Iva Walton motion to approve the draft minutes of the Regular City Council meeting of October 25, 2022. Councilmember Paul Steele second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

B. SUBJECT: Continuation of Resolution No. 30-22, A Resolution of the City Council of the City of Isleton making findings and determinations under AB 361 for the continuation of virtual meetings and authorizing virtual City Council, commission, Board, and other city meetings pursuant to AB 361.

#### **RECOMMENDATION:** No recommendation.

ACTION: City Council directed City Manager to come back with a policy on two way zoom.

#### 6. PUBLIC HEARING

A. SUBJECT: Tentative Subdivision Map 2022-01, Alexander Kushner.

RECOMMENDATION: That City Council hold public hearing and adopt Resolution No. 31-22 approving Tentative Map 2022-01.

ACTION: Councilmember Paul Steele motion to hold public hearing and adopt Resolution No. 31-22 approving Tentative Map 2022-01. Councilmember Kelly Hutson second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne zepeda@cityofisleton.com at least 48 hours prior to the meeting.

Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

#### 7. OLD BUSINESS

A. SUBJECT: City of Isleton 100th Anniversary Celebration, permit application.

**RECOMMENDATION**: Status report on the event permit application for the Isleton 100<sup>th</sup> Anniversary-Crawdad Festival for 17-18 June 2023. ACTION: Discussed Frozen Crawdads, Community excited, cleaning and parking. Ruby Fowler asked if chamber still attend meetings. Paul Steele said, yes.

B. SUBJECT: Resolution No. 32-22 of the City Council of the City of Isleton adopting the Isleton Cannabis Local Equity Assessment and Isleton Cannabis Local Equity Program; and authorizing City Manager to submit application and sign agreement for State of California Cannabis Equity Act Grant Funding Type 2.

**RECOMMENDATION:** It is recommended that City Council pass Resolution 32-22 adopting the City of Isleton Local Equity Assessment and the City of Isleton Local Equity Program.

ACTION: Councilmember Paul Steele motion to pass Resolution No. 32-11 adopting the City of Isleton Local Equity Assessment and the City of Isleton Local Equity Program. Councilmember Iva Walton second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

C. SUBJECT: Ordinance No. 2016-02 of the City of Isleton concerning Camping within City Limits.

**RECOMMENDATION:** Discussion and direction to staff.

ACTION: Council directed staff to come back with a more astringent ordinance like Elk Grove.

**D.** SUBJECT: Code Enforcement Services, Willdan Engineering Agreement.

**RECOMMENDATION:** It is recommended that the City Council approve the agreement with Willdan Engineering for Code Enforcement Services.

ACTION: Councilmember Paul Steele motion to approve the agreement with Willdan Engineering for Code Enforcement Services. Councilmember Iva Walton second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

E. SUBJECT: Contract Off-Duty Sheriff's Night Patrol, Approve.

**RECOMMENDATION:** It is recommended that the City Council approve Contract for monthly service night patrol, Off-Duty Program.

ACTION: Councilmember Paul Steele motion to approve Contract for two week service night patrol, Off-Duty Program. Councilmember Kelly Hutson second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

#### 8. NEW BUSINESS

A. SUBJECT: Resolution No. 33-22, a Resolution of the City of Isleton approving a decrease in the number of approved cardroom tables from four (4) to one (1) for Rogelio's Card Room License.

RECOMMENDATION: It is recommended that City Council approve Resolution No. 33-22, a Resolution of the City of Isleton approving a decrease in the number of approved cardroom tables from four (4) to one (1) for Rogelio's Card Room License. ACTION: Councilmember Paul Steele motion to approve Resolution No. 33-22, a Resolution of the City of Isleton approving a decrease in the number of approved cardroom tables from four (4) to one (1) for Rogelio's Card Room License. Councilmember Iva Walton second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

B. SUBJECT: City Hall Tree Maintenance.

**RECOMMENDATION:** That City Council approve trimming of the Freemont Cottonwood Tree located at City Park.

ACTION: Councilmember Iva Walton motion to approve trimming of the Freemont Cottonwood Tree located at City Park. Councilmember Paul Steele second the motion. AYES: Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne zepeda@cityofisleton.com at least 48 hours prior to the meeting.

#### 9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson Crawdads for festival.
- B. Councilmember Paul Steele X-Mas tree dead. Dec. 4, 11-2 Peter's Steak House Holiday party and \$35.00 meal.
- C. Councilmember Iva Walton Brannan Andrus Levee District Meeting. Damaged Levee.
- D. Vice Mayor Pamela Bulahan- SACOG meeting regarding Broadband.
- E. Mayor Eric Pene None.

#### 10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report Isleton Historic Preservation Board Meeting on water tower. December meeting, Nov. 22 and Dec. 27 meetings.
- B. Fire Chief Report None.
- C. Code Enforcement Report Absent.

#### 11. CLOSED SESSION

11.1 Public Employee Performance Evaluation Pursuant to Government Section§54957, position: City Manager.

ACTION: City Manager pay.

#### 12. ADJOURNMENT

AYES:			
NOES:			
ABSTAIN:			
ABSENT:			
MAYOR, Eric I	ene		
ATTEST:			
	DEPUTY CITY CLERK	Vyonne	7eneda

AMERICANS WITH DISABILITIES ACT NOTICE: In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact Deputy City Clerk Yvonne Zepeda, at (916) 777-7770, by fax at (916) 777-7775 or by email to Yvonne.zepeda@cityofisleton.com at least 48 hours prior to the meeting.

City Council Staff Report DATE: October 25, 2022

ITEM#: 5.B

CATEGORY: Consent Calendar

CITY PUBLIC MEETING, TELECONFERENCING POLICY

#### **SUMMARY:**

Council is considering a policy for public participation in teleconference meetings.

#### **DISCUSSION:**

Due to the Corona virus the State passed Assembly Bill 361 and the governor's order N-29-20 allowing for public meetings via teleconferencing. The City has been broadcasting its Council meetings via internet teleconferencing since 2020 (primarily via the zoom teleconferencing application). This kept public agencies in compliance with the national and county health directives while allowing the continuance of public government work. This practice allowed the City to conduct public participation in Council meetings via teleconferencing and not have to assemble in public.

The City Council recommenced assembling in public this past summer. At its Council meeting of October 25 the Council elected not to enact AB 361, to no longer be obliged to teleconference its public meetings. However Council expressed its interest in the continued use of teleconferencing to both produce its public meetings and allow, but not be obliged, to receive comment both in person and via the teleconference.

Council is being asked to direct the implementation of this teleconferencing policy – two way teleconferencing - as a part of its public meeting policies.

This proposed policy is: The City Council will conduct its public meetings both in public assembly and via teleconferencing and allow public participation via both mediums.

#### FISCAL IMPACT

There is no fiscal impact associated with this action.

#### RECOMMENDATION

That City Council review and provide direction the on proposed public meeting teleconferencing policy.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda

Reviewed by: City Manager, Charles Bergson



## CONTINUED FROM SEPTEMBER 13, 2022 & OCTOBER 2022 RESOLUTION NO. 30-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS AND AUTHORIZING VIRTUAL CITY COUNCIL, COMMISSION, BOARD, AND OTHER CITY MEETINGS PURSUANT TO AB 361

The City Council of the City of Isleton does hereby find, order, and resolve as follows:

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing;

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of December 14, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect;

WHEREAS, State or local officials continue to impose and recommend measures to promote social distancing and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, the City Council has considered the circumstances of the state of emergency and finds that the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

WHEREAS, the City Council of the City of Isleton desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

WHEREAS, Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the City Council finds and determines that the City Council and all other legislative bodies of the City of Isleton created by the City Council shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with

section 54953(b) (3) based upon the findings and determinations hereby made by the City Council.

WHEREAS, this Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e) (3) to extend the time during which the City Council and all other legislative bodies of the City of Isleton may continue to teleconference without compliance with Government Code §54953(b) (3).

WHEREAS, if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Isleton shall certify the passage and adoption of this resolution and Deputy City Clerk enter it into the book of original resolutions.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Isleton held on this 13th day of September 2022.

AYES: Councilmember's Kelly Hutson, Vice Mayor Pamela Bulahan, Mayor Eric Pene.

NOES: Councilmember's Iva Walton, Paul Steele.

ABSTAIN: None. ABSENT: None.

ATTEST:

MAYOR, Eric Pene

DEPUTY CITY CLERK, Yvonne Zepeda

City Council Staff Report DATE: November 22, 2022

ITEM#: 7.A

**CATEGORY: Old Business** 

## CITY OF ISLETON 100th ANNIVERSARY CELEBRATION, PERMIT APPLICATION

#### **SUMMARY**

The City has received an application from Michael Goldstein for staging of Isleton's 100<sup>th</sup> Anniversary - Crawdad Festival for the second weekend of June 2023.

The special permit application has been made to stage the City's 100th Anniversary and Crawdad Festival for Father's Day weekend in 2023. Mr. Goldstein has submitted a special events application for this event. This application includes plans for parking, fire and emergency medical staging plan, security that is to include 30 security officers and 10 Sacramento County Sheriffs, a trash clean up schedule, insurance coverage, hold harmless agreement, state liquor license, food vendors, and entertainment and sponsors. Copy is attached.

Mr. Goldstein has produce themed events in various locales in involving retail vendors, sponsors, music and entertainment in a size that the range of 700 to 10000 people. Some of these events include Rubrik Sales Kickoff in Las Vegas, Zscaler SKO Games in Chicago, Connect in Dana Point, California.

It is anticipated that this event will be of moderate size and limited activities after such a long absence. Reestablishing Isleton's Father's day weekend event after a hiatus has been an objective of the City since the prior festival closed several years ago. The local cannabis industry did a good job re-initiating this event in 2019 on a smaller scale. However the continuation of this event was halted by the coronavirus pandemic for the past three years. Mr. Goldstein's plan is comprehensive, has the experience and resources to engage the range of services needed - security, finance, sponsor, beverage, vendors, food, parking, trash - to bring this event to the fore. The size of this event is expected to be similar to the event of 2019.

Staff has put Mr. Goldstein in touch with the City's insurance broker to put in place the proper amount of liability and insurance protection to the City. The insurance minimum limits have been adjusted upward to \$2 million for occurrence, automobile and liquor liability and \$4 million for aggregate; up from \$1 million for all categories.

The amount of time it takes to stage such an event takes months to a year. This plan provides the schedule and necessary resources to stage this event. Issuing the permit at this time will give Mr. Goldstein and staff at this time to address and secure the many details and resources needed in advance. This action allows the applicant the authority to determine and secure these details at least a half a year ahead of the event. Should there be obstacles to preparing this event or that may prevent the event from being staged, the City needs to know early. Staff will report to and so advise Council in early January of 2023.

Staff recommends that this application be approved.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this action

#### RECOMMENDATION

Status report on the event permit application for the Isleton 100<sup>th</sup> Anniversary-Crawdad Festival for 17-18 June 2023.

#### **ATTACHMENT**

• Permit Application, Isleton 100th Anniversary - Crawdad Festival, June 2023

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, City Clerk

City Council Staff Report DATE: November 22, 2022

ITEM#: 8.A

**CATEGORY: Old Business** 

RESOLUTION 36-22 CITY COUNCIL OF THE CITY OF ISLETON IN SACRAMENTO COUNTY APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) COOPERATIVE FIRE PROTECTION GRANT AGREEMENT FOR THE ISLETON FIRE DEPARTMENT; ADOPT

#### SUMMARY

The Isleton Fire Department was awarded a grant in the amount of \$7,044.75 from the Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection. The funds are awarded is to provide assistance to rural areas in upgrading their capability to organize, train and equip local forces for fire protection.

#### DISCUSSION

Staff recommends City Council approve Resolution #36-22 approving the agreement with the California Department of Forestry and Fire Protection (Attachment B) and authorizes the City Manager to sign and execute said agreement and any amendments on behalf of the Isleton Fire Department.

#### FISCAL IMPACT

The Isleton Fire Department will be purchasing ten (10) Wildland personal protection equipment in the amount of \$14,089.50. The grant award will pay \$7,044.75. Measure B funds will provide the complement funds.

#### RECOMMENDATION

It is recommended City Council adopt Resolution 36-22 City Council of the City of Isleton in Sacramento County Approving the Department of Forestry and Fire Protection Cooperative Fire Protection Grant Agreement for the Isleton Fire Department

#### **ATTACHMENT**

- A. Resolution 36-22 City Council of the City of Isleton in Sacramento County Approving the Department of Forestry and Fire Protection Cooperative Fire Protection Grant Agreement for the Isleton Fire Department
- B. State of California, Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection Grant Agreement 7GF22315

Submitted by: Diana O'Brien, Admin. Assist/Grant Manager

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, City Clerk

12		

# RESOLUTION 36-22 CITY COUNCIL OF THE CITY OF ISLETON IN SACRAMENTO COUNTY APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) COOPERATIVE FIRE PROTECTION GRANT AGREEMENT FOR THE ISLETON FIRE DEPARTMENT

IN THE MATTER OF: Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection Grant Agreement

**RESOLUTION NUMBER: 36-22** 

Approving the Department of Forestry and Fire Protection Agreement # 7GF22315 for services from the date of last signatory on page 1 of the Agreement to June 30, 2023 under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.

BE IT RESOLVED by the City Council of the City of Isleton of the Isleton Fire Department, that said City Council does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021 during the State Fiscal Year 2022-23 up to and no more than the amount of \$7,044.75.

**BE IT FURTHER RESOLVED** that <u>City Manager, Charles Bergson</u> of said City Council be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Isleton Fire Department.

The foregoing resolution was duly passed and adopted by the City Council of the <u>City of Isleton</u>, at a regular meeting thereof, held on the  $22^{nd}$  day of <u>November 2022</u>, by the following vote:

AYES: NAYS: ABSTAIN:	
ABSENT:	Eric Pene, Mayor
	Charles Bergson, City Manager
CERTIFICATION OF ATTEST:	RESOLUTION
I, Clerk of the	
County of, a true and correct copy of the original Resolution Number	California do hereby certify that this is
WITNESS MY HAND OR THE SEAL OF THE, on this,,	<del>-</del>
	OFFICIAL SEAL OR
Signature	NOTARY CERTIFICATION
Title and Name of Local Agency	

# State of California Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection GRANT AGREEMENT

APPLICANT:				
PROJECT TITLE:	Volunteer Fire Ass	istance		
GRANT AGREEMENT:	7GF22315			
PROJECT PERFORMANCE PERIO Under the terms and conditions of the described in the project description, Protection, agrees to fund the project	his Grant Agreement, and the State of Calif	the applicant agre ornia, acting thro	ees to complete the project as ugh the Department of Forestry & Fire	
PROJECT DESCRIPTION: Cost-sl capability to organize, train, and equ	hare funds awarded to uip local forces for fire	provide assistar protection.	nce to rural areas in upgrading their	
Total State Grant not to exceed \$	\$7,044.75		(or project costs, whichever is less).	
*The Special and General Provisions	attached are made a p	art of and incorpo	rated into this Grant Agreement.	
		DE	STATE OF CALIFORNIA PARTMENT OF FORESTRY AND FIRE PROTECTION	
Applicant		5.70		
_44				
By Signature of Authorized Represent	anti	By		
Signature of Authorized Represent	alive	Title: Matthew	S. III.	
Title		Title: Matthew Staff Chi	ef, Cooperative Fire Programs	
Date		Date		
	CERTIFICATION	OF FUNDING		
GRANT AGREEMENT NUMBER	PO ID		SUPPLIER ID	
FUND 0001	FUND NAME General Fund			
PROJECT ID 354022DG2012147	ACTIVITY ID SUBGNT		AMOUNT OF ESTIMATE FUNDING \$ \$7,044.75	
GL UNIT 3540	BUD REF 001	CHAPTER 43	ADJ. INCREASING ENCUMBRANCE \$ 0.00	
PROGRAM NUMBER	ENY	10	ADJ. DECREASING ENCUMBRANCE	
9999000FED	2022		\$ 0.00	
ACCOUNT 5340580	ALT ACCOUNT		UNENCUMBERED BALANCE	
REPORTING STRUCTURE 35409206	5340580002 SERVICE LOCATION 92733		\$ \$7,044.75	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
Signature of CAL FIRE Accounting Officer			Date	

## VOLUNTEER FIRE ASSISTANCE PROGRAM TERMS AND CONDITIONS

#### DEPARTMENT OF FORESTRY AND FIRE PROTECTION

#### STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act

THIS AGREEMENT, made and entered between the STATE of Calif	
Director of the Department of Forestry and Fire Protection hereinafter	•
	hereinafter called
"LOCAL AGENCY", covenants as follows:	

#### RECITALS:

- STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act (PL 95-313, as amended, 16 U.S.C. 2106).
- 2. This is a subaward under the 2022 Volunteer Fire Assistance Grant #22-DG-11052012-147 awarded to STATE by the Forest Service on August 26, 2022. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
- LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- 4. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
- 5. <u>INCORPORATION</u>: The Procedural Guide for Volunteer Fire Assistance Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
- 6. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 7. FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2022 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

- 9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$7,044.75 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023. This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds. The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
- 10. <u>LIMITATIONS</u>: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interested in accordance with paragraph 17 below.
- 11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this Agreement, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

2.	ADDRESSES: The magreement are:	nailing addresses of the parties hereto under the terms of the
	LOCAL AGENCY:	
		Attention:
		Telephone Number(s): E-mail
	STATE:	Department of Forestry and Fire Protection
		Grants Management Unit, Attn: Megan Esfandiary P. O. Box 944246
		Sacramento, California 94244-2460
		PHONE: (916) 894-9845
		E-MAIL: Megan. Esfandiary@fire.ca.gov

- 13. <u>PURPOSE</u>: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
- 14. <u>COMBINING</u>: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 16. <u>UNDERRUNS</u>: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

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18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.

- 19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- 20. <u>DISPUTES</u>: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
- 21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
- 22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
- 23. <u>CIVIL RIGHTS</u>: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
- 24. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drugfree workplace;
- any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and LOCAL AGENCY may be ineligible for funding of any future State Agreement if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 25. <u>TERM</u>: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
- 26. <u>TERMINATION</u>: This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 27. <u>AMENDMENTS</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 28. INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
- 29. INDIRECT RATE: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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- 30. <u>MEDIA</u>: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.
  - It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.
- 31. <u>ASSIGNMENT</u>: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

City Council Staff Report

ITEM#: 8.B

CATEGORY: New Business

DATE: November 22, 20222

SACRAMENTO COUNTY REQUEST, RETURN OF FUNDS

#### SUMMARY

The County is requesting the return of \$703,375.07 of public safety funds that were disbursed to the City in August.

#### **DISCUSSION**

The City is in receipt of funds deposited to the City's General Fund on August 30, 2022 by the County of Sacramento in the amount of \$703,375.07 to fund Public Safety activities. Within a week of deposit, staff called a representative of the County and requested they confirm the purpose of funding while requesting any additional detail available for Public Safety. The County representative confirmed that funds were earmarked for Public Safety. No additional information was provided.

On November 9, 2022 the Deputy Director of Finance for Sacramento County called informing the City that this disbursement was in error and that the County request its return. The City asked that this request be put in writing. This was followed by a letter from the County Finance Deputy Director requesting return of these funds and explaining that this was an incorrect payment (see attached letter). The Deputy Director also informed the City that there are funds within this disbursement identified for Isleton public safety.

Question of concern for the City are; what is the origination of these funds and how much of these funds are designated for the City. Additionally, how will those designated City funds be rendered to the City?

This level of funding was not planned and is unbudgeted. There are many public safety needs in the City and, after querying the County about the funds, Staff's belief was that this disbursement was to address the City's myriad public safety needs. Provided this disbursement is established as an error, the return of these funds is recommended. Staff requests direction from City Council.

#### FISCAL IMPACT

There is no fiscal impact associated with this report.

#### RECOMMENDATION

It is recommended City Council request confirmation of the County disbursement error and provide direction.

Prepared and Reviewed by: City Manager, Charles Bergson Submitted by: Deputy City Clerk, Yvonne Zepeda \_\_\_

### **Charles Bergson**

From:

Pimental. Vanesa < Pimental V@saccounty.gov>

Sent:

Wednesday, November 9, 2022 3:22 PM

To:

cbergson@cityofisleton.com

Cc:

epene@cityofisleton.com; Villanueva. David; Lamera. Ben

**Subject:** 

Incorrect Payment Issuance

**Attachments:** 

City of Isleton.pdf

Good afternoon Mr. Bergson,

On behalf of Joyce Renison, Deputy Director of Finance, please see the attached letter regarding an incorrect payment made to the City of Isleton in August 2022 for Prop 172 Allocation.

Thank you,

Vanesa Pimental Secretary Department of Finance|916-874-8592



W.

#### Department of Finance

Ben Lamera, Director Joyce Renison, Deputy Director



## **County of Sacramento**

Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Revenue Recovery
Tax Collection & Business Licensing
Treasury

November 9, 2022

Charles Bergson, City Manager City of Isleton 101 2<sup>nd</sup> Street Isleton, CA 95641

Re: Incorrect Payment Issuance

Dear Mr. Bergson,

As a follow-up to our phone conversation this morning November 9, 2022, I am writing a letter as you requested to return an incorrect payment made to the City of Isleton in August 2022 for Prop 172 Allocation. The ACH payment of \$703,375.07 was incorrectly paid to the City of Isleton and cleared our bank on August 30, 2022.

We are requesting the funds be returned as soon as possible, allowing us to pay the correct recipient of these funds. The monthly allocation of Prop 172 funds to the City of Isleton is \$1,568.42; these funds are transferred annually to Sacramento County Sheriff's Office on behalf of the City Isleton as agreed. Please see the Attachment 1, Agreement between Sacramento County Sheriff's Office and the City of Isleton Fiscal Year (FY) 2017-18, Attachment 2 Second Renewal to Agreement between Sacramento County Sheriff's Office and the City of Isleton FY 2022-23 regarding this arrangement.

Please process the return of funds as soon as possible and advise when the payment will be initiated to the County. As the payment was an ACH, attached is the County's banking information for ACH or wire payments to initiate the return of funds (Attachment 3).

Sincerely,

Joyce Renison

**Deputy Director** 

CC:

Eric Pene, Mayor, City of Isleton

David Villanueva, Deputy County Executive

Ben Lamera, Director of Finance

Attachment 1 Letter of Agreement with the County and the City of Isleton FY 2017-18
Attachment 2 Renewal of Agreement with the County and the City of Isleton FY 2022-23

Attachment 3 County of Sacramento Banking information for ACH or Wire

# AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ISLETON

This Agreement is made and entered into this <u>1st</u> day of July 2017, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Isleton, a municipal corporation organized and existing under the laws of the State of California ("City").

#### **RECITALS:**

WHEREAS, City desires to contract with the County for law enforcement services to be provided within City's municipal boundaries through the Sacramento County Sheriff; and

WHEREAS, County is capable of rendering such services under the terms and conditions set forth in this Agreement for law enforcement services to be provided through the Sacramento County Sheriff; and

WHEREAS, Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code authorizes City and County to enter into such Agreement for law enforcement services.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, City and County hereby agree as follows:

#### <u>AGREEMENT</u>

#### 1. Incorporation of Recitals

The foregoing recitals are hereby incorporated by reference.

#### 2. Scope of Services

- a. County agrees, through the Sheriff thereof, to provide municipal law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- b. Services shall be provided by existing Deputy Sheriffs assigned to the Central Division and working the South Bureau area of the County including those areas of Wilton and the South Delta. Deputies shall be under the command of the Central Division/South Bureau and assigned from the Central Division station house located at 7000 65<sup>th</sup> Street, Sacramento.
- c. Law enforcement services shall be provided at a level commensurate with those services being provided to the unincorporated areas within Sacramento County. Deputies will not be solely dedicated to the City, and their presence within City limits will approximately equal time currently provided to those areas within the South Bureau as a whole.

- d. The County shall assume all dispatch responsibilities for both emergency and non-emergency requests for service.
- e. In conformance with Government Code section 51350, the County agrees to not charge the City any portion of the cost allocated in the A-87 Plan which are attributable to services made available to all portions of the County such as SWAT, EOD, K9, and Air Support. Investigative services (such as homicide, sexual assault, or robbery) will be provided by County. Any requests for services that incur an overtime charge will be paid by the City. The overtime hourly rate will be agreed upon each fiscal year by the City and County (Attachment A).
- f. Services provided by County do not include traffic investigations or traffic enforcement.
- g. The County shall be the sole provider of law enforcement services during the term of this Agreement. The City shall not employ its own sworn personnel to supplement or replace services provided by the County. The City may hire non-sworn personnel at its discretion.
- h. County enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. County shall at all times while performing services under this Agreement conduct itself as an independent contractor. The County shall have no power or authority except by this Agreement to bind the City in any respect.
- i. All employees, agents, contractors or subcontractors hired or retained by the County to perform services under this Agreement are, and at all times shall be, employees, agents, contractors or subcontractors of the County and not of the City. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of County or any of County's officers, employees, or agents, except as set forth in this Agreement. County shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees of the City, and they shall not represent that they are agents of the City of Isleton except in the limited capacity to perform services under this Agreement. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the County and/or the City by any such employees, agents, contractors or subcontractors, or any other person arising from performance of this Agreement. Additionally, County shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation. tax, withholding, benefit, injury, illness or other similar employment related claims made against County and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this

Agreement, and County shall indemnify, defend and hold harmless the City against such claims.

#### 3. Supervision and Labor Agreements

- a. The Sheriff shall have the responsibility for supervision of law enforcement services, hiring of personnel, establishing employee standards of performance for individual personnel, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of employee services and control of personnel. In the event of a dispute between the parties as to the manner of performance by personnel of required services, the City shall be consulted and a mutual determination thereof shall be made by the Sheriff and the City Manager. In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that, in any unresolved dispute related to personnel, the Sheriff shall have the final and conclusive determination as between the parties hereto.
- b. The City acknowledges that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements. However, the County shall be obligated to provide service comparable to that in the unincorporated area and other cities the County contracts with to provide law enforcement services regardless of any event of a strike, work slowdown, "blue flu" or any other type of job action (formal or informal) by County employees assigned to perform services under this Agreement and any Labor Action does not excuse the County from providing such a comparable level of service during the duration of the Labor Action. In the event of any Labor Action the County will have to use replacement workers, management personnel or make other arrangements to furnish such comparable level of services for the duration of the Labor Action.

#### 4. Provision of Labor, Equipment and Supplies

- a. For the purpose of performing the services required by this Agreement, the County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies.
- b. In order to provide the law enforcement services set forth in this Agreement, the County will use existing County resources including, but not limited to, County facilities, equipment, general supplies, and non-law enforcement support personnel and, in addition, will acquire new resources.

#### 5. City Powers and Enforcement of City Ordinances

It is agreed by the parties hereto that in performing services pursuant to this Agreement, the County shall have all the powers of the City and shall receive the full cooperation and assistance of the City, its officers, agents and employees in enforcing rules, regulations, codes and ordinances of the City pursuant to this Agreement. The City shall be responsible for the validity of its rules, regulations, codes and ordinances, including any ordinances or codes incorporated by reference in the City's ordinances or code, and City shall defend, hold harmless, and indemnify the County, its officers, agents and employees with respect to any claim or action challenging the validity of any City ordinance or with respect to any claim or action that any arrest, citation or other action taken under an invalid City ordinance.

#### 6. Compensation for Services

- a. The City shall pay the County \$253,174 (\$217,628 law enforcement; \$35,546 dispatch) for providing the basic law enforcement and dispatch services set forth in this Agreement.
- b. Additional compensation may be due and payable to the County for services described in Paragraph 2(e) that are provided outside normal business hours. This time will be reimbursed at the overtime rate set forth in <a href="Attachment A">Attachment A</a> hereto.
- c. Compensation by the City to the County for the basic law enforcement and dispatch services rendered under this Agreement shall be paid on a quarterly basis during the term of this Agreement at the rate of \$21,098 per month (\$63294 per quarter). Charges incurred for any additional services provided in the quarter will be included on the quarterly invoice. City shall make this payment to the County as invoiced quarterly beginning on October 30, 2017, except as provided in Section 8 below.

#### 7. Invoices and Payment

- a. The County shall provide a report/invoice to the City within 30 days of the close of the previous quarter, detailing the County's cost of providing law enforcement services pursuant to this Agreement. The invoice will include any outside funding received and applied for services rendered.
- b. The City agrees to pay the invoice within 30 days of receipt.

#### 8. Outside Funding

a. Sacramento County receives Supplemental Law Enforcement Services Funding (SLESF)—also referred to as Citizens Option for Public Safety (COPS) funding. The State Controller's Office is required to allocate the COPS funds to each county that has established a SLESF in accordance with Government Code section 30061. This code allocates funds in accordance with the proportionate share of the state's total population that resides in each county and city and county. The minimum payment received under COPS is \$100,000. Proposition 172 put a one-half percent state sales tax rate in the section 35, Article XIII of the California Constitution, effective January 1, 1994. According to Prop 172, all revenues from the additional one-half percent sales tax can be used only for local public safety activities, to include police and sheriffs' departments, fire protection, county district attorneys, county probation and county jail operations.

The Sacramento County Department of Finance shall transfer in full COPS and Prop 172 funds received and interest earned for the City of Isleton directly to the Sacramento County Sheriff's Department. The Sacramento County Sheriff's Department shall apply all COPS and Prop 172 funds received that are attributed to the City of Isleton against the amount owed for compensation of law enforcement services due and payable under this Agreement as the funds are received.

b. The City shall apply for all law enforcement grants for which it may be eligible as resources allow. To the extent permissible by the terms and conditions of the grant funding, City shall ensure that any grant proceeds are provided directly to the County. If the terms of the grant do not permit payment directly to the County, the City shall immediately upon receipt of the grant funds, provided the terms of grant do not explicitly prohibit, make payment in the amount of the grant to the County.

#### 9. Penal Code Section 13820-13825 Costs

- a. The City shall also be responsible for all costs charged pursuant to Penal Code section 13823.95 (costs incurred by a qualified health care professional, hospital, or other emergency medical facility for the examination of the victim of a sexual assault under specified conditions) related to offenses alleged to have taken place in the City. These Penal Code section 13823.95 charges shall be billed separately and represent costs to be paid by the City in excess of its obligations set forth in Section 6, above. Such charges shall be paid by the City within thirty (30) days of the City's receipt of an invoice from the County.
- b. The City shall also be responsible for the payment of booking costs as set forth in the Service Plan. However, nothing in this Agreement shall be construed as preventing the City from seeking reimbursement for such booking charges from the person arrested. In recognition of the cost to the City of paying booking charges to the County pursuant to this Agreement, the County and the Sheriff agree to take the following steps with respect to the subject of booking costs: (i) the County and the Sheriff will support any efforts by the City to seek legislation to provide for State reimbursement of booking charges paid by any city pursuant to a law enforcement services agreement with a county, and (ii) the City of Isleton City Manager has the authority to implement what he deems in his reasonable discretion to be a prudent cite and release policy.

### 10. <u>Fines, Forfeitures and Miscellaneous Reimbursements</u>

Fines and forfeitures of bail pursuant to Penal Code section 1463, et seq. resulting from services performed under this Agreement shall be distributed as though the employees performing services under this Agreement were employees of the City. Any reimbursement received by the County from any non-County funding sources for services charged to the City under this Agreement shall be credited to the City, less any agreed County administrative costs directly associated with obtaining or processing the reimbursement.

#### 11. Asset Seizures and Forfeitures

When assets are seized in the City and such assets are subsequently forfeited to the Sheriff, the forfeited assets shall be under the control of the Sheriff.

#### 12. Complaints

County agrees to handle and respond to complaints regarding law enforcement service provided under this Agreement in a courteous and timely manner. Complaints shall be processed and appropriate records maintained consistent with applicable law and established Sheriff's Department procedures for addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law. The City of Isleton through its City Manager shall be entitled to information relative to complaints and any associated internal investigations regarding services performed under this Agreement to the extent permissible by law.

#### 13. Term

This Agreement shall be effective July 1, 2017, and shall continue in force until June 30, 2018, unless terminated earlier pursuant to Section 14 below. This agreement may be renewed for two one-year periods upon writing agreement by both City and County.

#### 14. Termination

- a. Either party may terminate this Agreement for any reason and without cause by providing sixty (60) days prior written notice to the other party.
- b. If any quarterly payment required to be made by the City pursuant to Section 6 above is not received by the prescribed time and the City fails to cure such breach by making the delinquent quarterly payment within five (5) business days after receipt of a delinquency notice from the County, or if the City materially breaches this Agreement in any other fashion, the County shall be entitled to terminate this Agreement without further cause upon not less than thirty (30) days prior written notice to the City.

c. In the event of the termination of the Agreement pursuant to this Section, the City shall pay the County for all costs of services rendered through and until the effective date of termination.

#### 15. Administration

The City Manager shall administer this Agreement on behalf of the City and the Sheriff, or designee, shall administer this Agreement on behalf of the County.

#### 16. <u>Indemnification</u>

- a. The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense, including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, or such alleged acts or omissions.
- b. County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from and against any loss, damage, claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the County or City or their Contractor's or Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

#### 17. Insurance

Parties acknowledge that County is a self-insured entity. County has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, general commercial and automobile liability, and professional liability. County shall provide City with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of County's self-insurance coverage. County agrees to provide City with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event County is unable to maintain insurance coverage(s) applicable to this Agreement, City shall have the right to terminate this Agreement.

#### 18. Assignment

Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent. Because of the unique nature of the services contemplated by this Agreement, consent of either party may be withheld by either party, within that parties' sole discretion, whether deemed reasonable or not.

#### 19. Amendments

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement, approved by the Sacramento County Board of Supervisors and the Isleton City Council and executed by each of the parties hereto, which amendment shall then be attached to this Agreement and become an integrated part of this Agreement.

#### 20. Integration

This Agreement and the subjects addressed herein supersede all prior negotiations, representations or agreements, oral or written that may be related to the subject matter of this Agreement, including any "interim" agreements that the parties may have entered into.

#### 21. Construction and Interpretation

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction

that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

#### 22. Waiver

The waiver, at any time by any party, of any of its rights with respect to a default or other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

#### 23. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement shall, at the option of either party, render the other provisions unenforceable, invalid or illegal, provided that such invalidity materially affects the respective rights and obligations of the parties.

#### 24. Successors and Assigns

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required written consent has been obtained pursuant to Section 18 above.

#### 25. Notices

Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY: TO CITY:

Sacramento County Sheriff's Department
711 G Street, Room 401
City Manager
City of Isleton
P. O. Box 716

Isleton, CA 95641-0716

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

of

IN WITNESS WHEREOF, the parties the year first written above.	nereto have executed this Agreement the day
Dated: OS JUNE, 2018  Attest: Chome Zepeda, Otty Clerk	CITY OF ISLETON, a municipal corporation  By CHARLES BERGSON, P.E.  City Manager, City of ISLETON
APPROVED AS TO FORM:	
ByCity Attorney	••
SIGNATURES CONTINU	ED ON FOLLOWING PAGE COUNTY OF SACRAMENTO, a political subdivision of the State of California
Dated: June 21, 2018	Chair of the Board of Supervisors of Sacramento County, California
(SEAL)	
Attest Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	

10

Attachment 1

# AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ISLETON

## **ATTACHMENT A**

## (OVERTIME HOURLY RATES)

Classification	Step	Ed Incentive	Overtime Rate	Retirement on Ed Inc	OADSHI	Total
Deputy Sheriff	9	20%_	\$77.96	\$5.64	\$5.96	\$89.56
Deputy Sheriff Detective	9	20%	\$81.87	\$5.92	\$6.26	\$94.05

Attachment A

Revised 5-9-2017

#### **COUNTY OF SACRAMENTO**

## SECOND RENEWAL TO AGREEMENT BETWEEN SACRAMENTO COUNTY SHERIFF'S OFFICE AND THE CITY OF ISLETON FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

THIS SECOND RENEWAL AGREEMENT is made and entered into this 1st day of July 2022, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF ISLETON, a municipal corporation, hereinafter referred to as "CITY".

#### **RECITALS**

WHEREAS, the COUNTY and CITY have previously entered into an agreement, hereinafter referred to as "AGREEMENT", on July 1, 2020, for the contract period of July 1, 2020, through June 30, 2021, for the provision of law enforcement services; and

WHEREAS, the COUNTY and CITY renewed that AGREEMENT for the first time on July 1, 2021, for the contract period of July 1, 2021, through June 30, 2022, pursuant to Section 12, TERM; and

WHEREAS, the SHERIFF and CITY now desire to renew that AGREEMENT a second time, pursuant to Section 12, TERM; and

NOW, THEREFORE, the SHERIFF, on behalf of the COUNTY, and CITY hereby renew the terms of that AGREEMENT for the period of July 1, 2022, through June 30, 2023.

The entire agreement consists of: (1) the original agreement between the parties executed on July 1, 2020, which agreement the parties hereby reaffirm; together with (2) the First Renewal Agreement which extended the term for the additional one-year period of July 1, 2021, through June 30,

2022, which agreement the parties hereby reaffirm, together with (3) this Second Renewal agreement which extends the term for the additional one-year period of July 1, 2022, through June 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

Attest:

COUNTY OF SACRAMENTO, a Political Subdivision of the State of California

CITY OF ISLETON, a municipal corporation

By:

CHARLES BERGSON, P.E.

City Manager, City of ISLETON

onne Zepeda, Oty Clerk

Authorized by Board of Supervisors Resolution #2020-0409.



March 19, 2019

County Of Sacramento

Attn: Peggy Marti

700 H Street

Sacramento, CA 95814

Dear Peggy,

Please feel free to forward this account verification to your agencies and vendors:

#### **Account Number/Address:**

051638732

County of Sacramento

Main Account

700 H Street

Sacramento, CA 95814

#### **Bank Routing Number:**

121100782

#### Swift Code (for international wire transfers):

**BWSTUS66** 

Please direct any questions to The County's dedicated Relationship Specialist, Sara Rivera at (800) 676-4549 x 5160 or by email at <a href="mailto:Sarah.Rivera@bankofthewest.com">Sarah.Rivera@bankofthewest.com</a>.

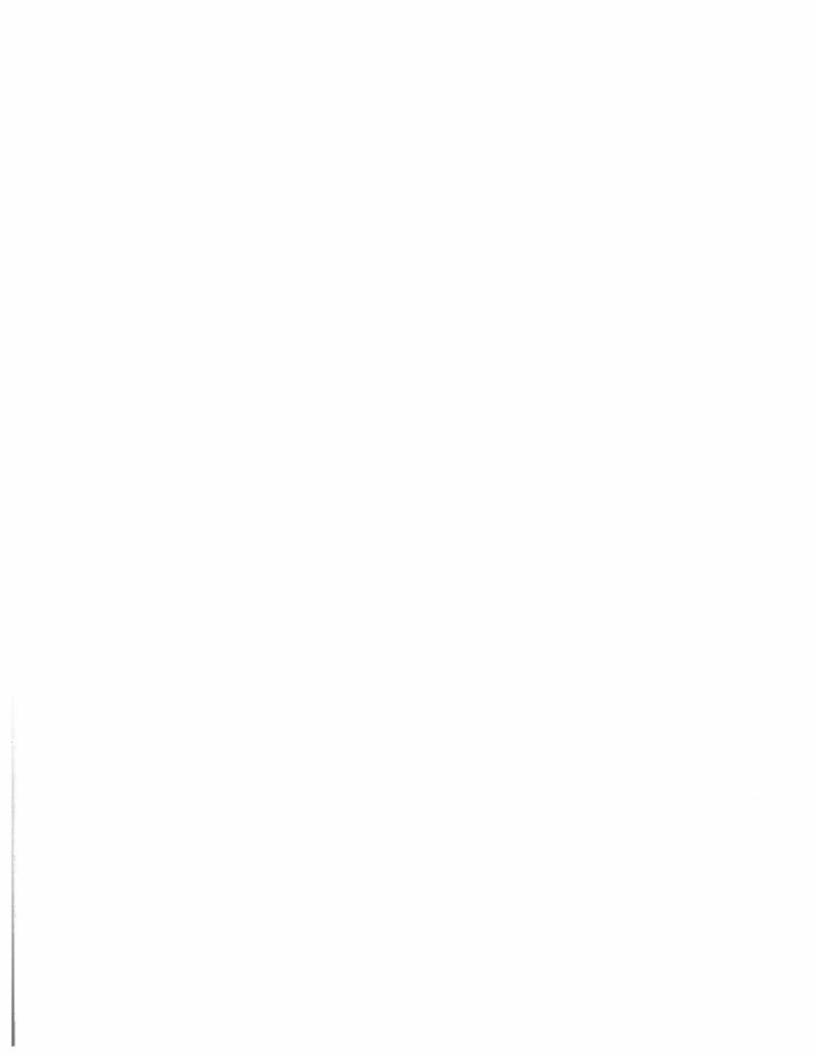
Best regards,

Sarah Rivera Sr, CCS Relationship Specialist

Cash Management 13300 Crossroads Parkway North SC-XRD-3E-C, City of Industry, CA 91746

Equal Housing Lender. 

Member FDIC.





# City of Isleton

101 Second Street, Isleton, California 95641

#### CITY MANAGER REPORT

Date: November 22, 2022

To: City Councilmembers

From: Charles Bergson, City Manager

Re: City Manager's Report

Fiscal year to date October Financial reports for the general fund and sewer fund are attached.

Staff will request that Council consider a <u>rate study for the sewer services</u>. The Meadows RV Park environmental study is being circulated for comment. <u>Code enforcement services</u> are to resume on December 13, 2022. <u>Sacramento County Sheriff's night patrol starts the week of November 20, 2022</u>. The City will hold a forum on the <u>Cannabis Equity Grant</u> on December 13<sup>th</sup> at 2 pm. <u>Christmas Tree Lighting</u> is tentatively planned for December 10, 2022 at nightfall.

Respectfully,

Zharles Bergson, P.E.



## General Fund - City of Isleton Profit & Loss

July through October 2022

	Jul 22	Aug 22	Sep 22	Oct 22	TOTAL
Ordinary Income/Expense Income					
Charges for Services	897.93	8,287.93	4,969.82	19,239.43	33,395.11
Fines and Forfeitures	0.00	299.21	0.00	0.00	299.21
Licenses and Permits	351.13	1,189.47	320.00	370.00	2,230.60
Other Revenues	3,580.00	7,985.14	10,365.14	4,914.42	26,844.70
Taxes and Assessments	9,310.21	67,226.98	52,209.45	49,672.43	178,419.07
Interest Income	3.65	-200.89	0.00	10.09	-187.15
Grant Income	0.00	0.00	0.00	20,000.00	20,000.00
Total Income	14,142.92	84,787.84	67,864.41	94,206.37	261,001.54
Gross Profit	14,142.92	84,787.84	67,864,41	94,206.37	261,001.54
Expense 09 · Grant Expense	7,106.11	22,517.58	19,349.13	2,440.29	51,413.11
10 · General Government	46,402.88	74,082.79	55,769.01	66,524,41	242,779.09
20 · Public Safety	57,960.54	51,388.98	37,396.03	58,905.82	205,651.37
30 · Parks & Recreation	2,252.86	20.81	1,242,08	5,319.30	8,835.05
52 · Public Ways and Facilities	12,212.39	46,837.52	34,557.65	15,776.49	109,384.05
53 · Community Development	178.68	164.93	1,114.83	649.76	2,108.20
56 · Non Departmental Expenses	125.08	-43.66	136.41	130.09	347.92
57 · Covid 19 8440000 · Professional Services	0.00 0.00	0.00 0.00	27.18 0.00	67.40 1,272.00	94.58 1,272.00
Total Expense	126,238.54	194,968.95	149,592.32	151,085.56	621,885.37
Net Ordinary Income	-112,095.62	-110,181.11	-81,727.91	-56,879.19	-360,883,83
Other Income/Expense					
Other Income 9200112 · Indirect cost allocation	315.39	1,234.65	1,205.61	1,490.79	4,246.44
Total Other Income	315.39	1,234.65	1,205.61	1,490.79	4,246,44
Other Expense debt service Interest	0.00	0.00	0.00	1,435.74	1,435.74
Total Other Expense	0.00	0.00	0.00	1,435.74	1,435.74
Net Other Income	315.39	1,234.65	1,205.61	55.05	2,810.70
Net Income	-111,780.23	-108,946.46	-80,522.30	-56,824.14	-358,073.13

## Conclusi and - Oity of inleton

## Checks

### As of October 31, 2022

Туре	Date Num	Name	Credit
Bill Pml -Check	10/01/2022 18518	Small Cities Organized Risk Effort	4,239.37
Check	10/03/2022 ach	MerchantServices	130 09
Bill Pmt -Check	10/04/2022 18508	Price Consulting Services	5,280.00
Bill Pmt -Check	10/04/2022 18509	Delta Computer Consultants	1,617,35
Bill Pmt -Check	10/04/2022 18510	PG&E- WILSON BALLPARK	10.51
Bill Pmt -Check	10/04/2022 18511	CA Department of Conservation	10.50
Check	10/04/2022 ach	Paychex	217.00
Bill Pmt -Check	10/06/2022 18512	4Leaf, Inc	3,240.00
Bill Pmt -Check	10/06/2022 18513	SRCSD	1,123.00
Bill Pmt -Check	10/06/2022 18514	SP Plus	724,90
Bill Pmt -Check	10/06/2022 18515	Betty Garcia	150.00
Bill Pmt -Check	10/06/2022 18516	State Compensation Insurance Fund	2,160.75
Bill Pmt -Check	10/06/2022 18519	Ramos Oil Company	962 56
Bill Pmt -Check	10/07/2022 18520	RIO VISTA BEACON	165.00
Bill Pmt -Check	10/07/2022 18522	Century Homes SI, LLC	2,000.00
Bill Pmt -Check	10/07/2022 18523	Bergson, Charles L.	8 213.33
Bill Pmt -Check	10/11/2022 18523	Rio Vista Ace Hardware	111.29
Bill Pmt -Check	10/11/2022 18524	Richardson & Company	2,800.00
Bill Pmt -Check	10/11/2022 18525	Frontier Communications	698.91
Bill Pmt -Check	10/11/2022 18527	Acme Saw	224 27
Check	10/11/2022 ACH	Employment Development Department	750.00
Bill Pmt -Check	10/11/2022 ACH	STANDARD INSURANCE CO.	60.36
Check	10/12/2022 ach	Paychex	80.88
Check	10/12/2022 ach	Paychex	131.95
Check	10/12/2022 ach	Paychex	201.87
Bill Pmt -Check	10/13/2022 18528	California American Water-Combined	1,895.00
Bill Pmt -Check	10/14/2022 18529	Aramark	111.81
Bill Pml -Check	10/17/2022 18529	U S Bank	2,200.00
Bill Pmt -Check	10/20/2022 18530	Open Gov, Inc.	300.00
Bill Pmt -Check	10/20/2022 18531	Betty Garcia	
Bill Pmt -Check	10/20/2022 18532	Aramark	150.00 508.21
Bill Pmt -Check	10/20/2022 18533	Premier Access Insurance Co	
Bill Pml -Check	10/20/2022 18534	Delta Computer Consultants	867,10
Bill Pmt -Check	10/20/2022 18535	Delta Computer Consultants	721.49
Bill Pmt -Check	10/21/2022 18536		0.00
Bill Pmt -Check	10/21/2022 18537	PG&E- City of Isleton River Rats Toilets	3,188.15
Bill Pmt -Check	10/21/2022 18538	Kaiser Foundation Health Plan	374.00
Bill Pmt -Check	10/21/2022 18539	7328	7,211.00
Bill Pmt -Check	10/21/2022 18551	State Compensation Insurance Fund	2,160.75
Bill Pmt -Check	10/25/2022 18540	Napa Auto Parts/Stewart Ind. Suppl	0.00
Bill Pmt -Check		XEROX FINANCIAL SERVICES	150.11
Bill Pmt -Check	10/25/2022 18541 10/25/2022 18542	Verizon Wireless	556.44
Check	1000	SP Plus	724.90
Bill Pmt -Check	10/25/2022 ach	Paychex	182.50
	10/27/2022 18544	EUGENE SENNETT	475.00
Check	10/27/2022 ach	Paychex	211.95
Check	10/27/2022 ach	Paychex	242.92
Bill Pmt -Check	10/28/2022 18545	Bergson, Charles L.	8,558.33
Bill Pmt -Check	10/31/2022 18546	RADIAL TIRE OF WALNUT GROVE	585.66
			66,679.21

## 410 Sewer O&M - City of Isleton Profit & Loss

July through October 2022

			<del></del>		
	Jul 22	Aug 22	Sep 22	Oct 22	TOTAL
Ordinary Income/Expense Income					
40095SW · SEWER CONNECTION FEE	-9,957.48	0.00	0.00	0.00	-9,957.48
45100SW · Sewer - Single Family - City	18,144.06	18,144.06	18,216.06	18,216.06	72,720.24
45101SW · Sewer - Multi Family City	9,801.78	15,703.85	10,132.63	10,132.63	45,770.89
45102SW · Sewer - Commercial City	8,499.16	8,635.34	8,563.34	8,635.34	34,333.18
45103SW · Sewer - Resident Outside City	7,900.01	7,900.01	7,900.01	7,900.01	31,600.04
45104SW · Sewer - Commercial Outside City	2,085.64	2,085,64	2,085.64	2,085.64	8,342.56
6100041 · Grant DWR Small Community Waste	0.00	13,288.00	0.00	0.00	13,288.00
6100051 · Grant - State Water Resources	0.00	-13,288.00	0.00	33,073.00	19,785.00
6100122 · Returned Check Charges	0.00	10.00	0.00	20.00	30.00
61002 · Insurance Proceeds Reimb	0.00	0.00	406.18	0.00	406.18
Total Income					
	36,473.17	52,478.90	47,303.86	80,062.68	216,318.61
Gross Profit	36,473.17	52,478.90	47,303.86	80,062.68	216,318.61
Expense					
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	-72.00	-72.00
7000012 · Assess Fees (Tax Distribution)	0.00	0.00	0.00	9,954.59	9,954.59
71100SW · Salaries & Wage - Sewer	3,022.10	8.239.68	10,978.93	10,444.42	32,685.13
72104SW · Social Security Contr - Sewer	231.19	676.02	895.75		
8170000 · Uniforms	149.08	74.54	731.83	882.00	2,684.96
82101SW · Telephone - Sewer	116.82	152.92	123.62	345.36	1,300.81
82200SW · GAS - Sewer	635.01	527.32		139.11	532.47
82203SW · WATER - SEWER	699.57		554.44	322.06	2,038.83
83100SW · Office & Comp Supplies Sewer	0.00	0.00	226.09	297.67	1,223.33
83150SW · Repairs & Maintenance Sewer		77.11	13.23	0.00	90.34
83151SW · Repairs & Maint - Sewer	823.97	45.95	0.00	0.00	869.92
83152SW · LAB TESTING	909.68	4,288.21	92.00	0.00	5,289.89
	0.00	1,123.00	2,510.00	1,987.00	5,620.00
83153SW · Vehicle Parts/Repair Sewer	0.00	386.27	504.58	649.92	1,540.77
83830SW · Supplies - Sewer	338.58	2,664.78	1,072.96	882.80	4,959.12
8383100 · Equipment REPLACEMENT / REPAIRS	0.00	0.00	916.93	0.00	916.93
83831SW · Equipment - Sewer	0.00	0.00	0.00	0.00	0.00
83840SW · Copier Costs SEWER	150.11	0.00	75.05	75.05	300.21
83910SW · Fuel - Sewer	745.94	0.00	419.72	224.90	1,390.56
84400SW · Prof Services Sewer	0.00	2,660.07	0.00	5,587.61	8,247.68
84410SW · Grant - DWR Small Cmmty Waste W	5,206.78	6,190,25	13,257.20	26,481.69	51,135.92
84620SW · Waste Discharge Fee Sewer	0.00	0.00	0.00	1,365.17	1,365.17
9210051 · Bank Service Charges	0.00	30.00	0.00	0.00	30.00
Total Expense	13,028.83	27,136.12	32,372.33	59,567.35	132,104.63
Net Ordinary Income	23,444.34	25,342.78	14,931.53	20,495.33	84,213.98
Other Income/Expense Other Income					
1320512 · Interest US Bank Bond	0.63	0.65	0.00	0.00	1.28
91100SW · Indirect Cost Allocation	-147.58	-826.94	-895.75	-882.00	
					-2,752.27
Total Other Income	-146.95	-826.29	-895.75	-882.00	-2,750.99
Other Expense					
90100SP · Interest Exp - USDA Sewer Proj	0.00	46,829.81	0.00	0.00	46,829.81
92001SW · Transfer Out - Debt Service	0.00	3.80	0.00	0.00	3.80
Total Other Expense	0.00	46,833.61	0.00	0.00	46,833.61
Net Other Income	-146.95	-47,659.90	-895,75	-882.00	-49,584.60
Net Income	23,297.39				
		-22,317.12	14,035.78	19,613.33	34,629.38

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## Checks

## As of October 31, 2022

Type	Date	Num	Name	Credit
Bill Pmt -Check	10/03/2022	2441	Envirotech Service Company, Inc.	535.06
Bill Pmt -Check	10/21/2022	2442	SRCSD	864.00
Bill Pmt -Check	10/27/2022	2443	Bennett Engineering Services	25,891.33
Bill Pmt -Check	10/27/2022	2443	Reclamation District No 407	9,954.59
				37,244.98
				37,244.98
				37,244.98