

# City of Isleton

City Council  
Staff Report

DATE: October 11, 2022

ITEM#: 5.A

CATEGORY: Consent Calendar

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**APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF  
SEPTEMBER 27, 2022.**

**SUBJECT:**

Review of the Regular City Council Meeting minutes of September 27, 2022.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

City Council review and approve the draft minutes of the Regular City Council Meeting of September 27, 2022.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda \_\_\_\_\_

Reviewed by: City Manager, Charles Bergson

A handwritten signature in blue ink, appearing to be 'CB', is written over the line following the name Charles Bergson.



## **CITY OF ISLETON**

### **Regular City Council Meeting Minutes**

Tuesday, September 27, 2022 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

### **TELECONFERENCE OR IN PERSON MEETING**

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#### **Join Zoom Meeting**

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRlMlBpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

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#### **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, City Manager Charles Bergson. ABSENT: Mayor Eric Pene.

#### **2. AGENDA CHANGES OR DELETIONS**

ACTION: Item 5.B change and move to Item 6.A Public Hearing. Consensus yes.

#### **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.

ACTION: Joe Kessner-Planning Commission Member's to be allowed to put items on PC Agenda. Michelle Burke –Muni code not explicit. Allow Planning Commissioner's to put items on PC Agenda. Don Cain – Update on law enforcement. 6<sup>th</sup> St. problems. Jean Yokotobi – This weekend Rotary Ride- Heirloom Rituals and Isleton Coffee and Limos. Jacks coffee shop, Asian Brewing Co. all to open hopefully soon. Two businesses closing soon This and That and Rivers Edge. Public Works doc sign and Pier sign is up.

**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](mailto:Yvonne.zepeda@cityofisleton.com) at least 48 hours prior to the meeting.

**GOV. CODE § 54957.5 NOTICE:** Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at Isleton City Hall located at 101 Second Street, Isleton, California 95641.

**4. COMMUNICATION**

A. None.

**5. CONSENT CALENDAR**

- A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of June 28, 2022, August 23, 2022, September 13, 2022 and Special City Council Meeting of July 5, 2022.

**RECOMMENDATION:** City Council review and approve draft minutes of the Regular City Council meeting of June 28, 2022, August 23, 2022, September 13, 2022 and Special City Council Meeting of July 5, 2022.

**ACTION:** Councilmember Paul Steele motion to approve draft minutes of the Regular City Council meeting of June 28, 2022, August 23, 2022, September 13, 2022 and Special City Council meeting of July 5, 2022. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Mayor Eric Pene. **PASSED 4-0.**

- B. **SUBJECT:** General Plan Amendment GPA 2022-01, Housing Element Update.

**RECOMMENDATION:** The City Council should hold a public hearing, consider the applicant's, staffs, planning commission, and public comments and approve Resolution 29-22 readopting the Housing element.

**ACTION:** Councilmember Paul Steele motion to hold public hearing, consider the applicant's, staffs, planning commission, and public comments and approve Resolution No. 29-22 readopting the Housing Element. Vice Mayor Pamela Bulahan second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Mayor Eric Pene. **PASSED 4-0.**

**6. PUBLIC HEARING**

- A. **SUBJECT:** None.

**7. OLD BUSINESS**

- A. **SUBJECT:** City of Isleton 100<sup>th</sup> Anniversary Celebration, permit application.

**RECOMMENDATION:** It is recommended that the City Council discuss the celebration of a 100<sup>th</sup> Anniversary celebration, permit application.

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**ACTION:** Information only. Applicant to provide application for October meeting.

- B. SUBJECT:** Memorandum of Understanding between Sacramento Area Council of Governments and the City of Isleton.

**RECOMMENDATION:** It is recommended that City Council approve Memorandum of Understanding between Sacramento Area Council of Governments and the City of Isleton.

**ACTION:** Councilmember Kelly Hutson motion that City Council approve Memorandum of Understanding between Sacramento Area Council of Governments and the City of Isleton. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Mayor Eric Pene. **PASSED 4-0.**

- C. SUBJECT:** Considering the issuance of hardship certificate pursuant to Ordinance No. 05-2011 Historical Review Board Ordinance, 66 Main Street.

**RECOMMENDATION:** It is recommended City Council return this matter to the Isleton Historic Review Board requesting basis for not recommending the issuance of a hardship certificate.

**ACTION:** Councilmember Iva Walton motion to waive fines and let owner fix windows. Councilmember Paul Steele second the motion. . **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson. **NOES:** None. **ABSTAIN:** Vice Mayor Pamela Bulahan. **ABSENT:** Mayor Eric Pene. **PASSED 3-1.**

- D. SUBJECT:** Isleton Water Tower, proposed removal.

**RECOMMENDATION:** It is recommended that the City Council receive report and provide direction on the proposed removal of the Isleton Water Tower.

**ACTION:** Tabled and to set a public hearing.

## **8. NEW BUSINESS**

- A. SUBJECT:** 2022 Local Agency Biennial Notice – Conflict of Interest.

**RECOMMENDATION:** It is recommended that City Council finds no amendment is required.

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**ACTION:** Councilmember Paul Steele motion that City Council finds no amendment is required. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Mayor Eric Pene. **PASSED** 4-0.

- B. SUBJECT:** Measure B, A Special Transaction and Use Tax, Five Volunteer Committee Board Members 2021.

**RECOMMENDATION:** It is recommended that City Council direct staff to solicit applications for new 2021 Five Volunteer Committee Board Members for Measure B, a Special Transaction and Use Tax.

**ACTION:** Councilmember Paul Steele motion to direct staff to solicit applications for new 2021, Five Volunteer Committee Board Members for Measure B, a Special Transaction and Use Tax. Councilmember Iva Walton second the motion. **AYES:** Councilmember's Paul Steele, Iva Walton, Kelly Hutson, Vice Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** Mayor Eric Pene. **PASSED** 4-0.

## **9. COUNCIL REPORTS AND COMMITTEE UPDATES**

- A. Councilmember Kelly Hutson – None.
- B. Councilmember Paul Steele – Crawdad Festival and Isleton Chamber.
- C. Councilmember Iva Walton – None.
- D. Vice Mayor Pamela Bulahan – Delta Protection Committee meeting regarding internet. Museum completed.
- E. Mayor Eric Pene – Absent.

## **10. STAFF GENERAL REPORTS AND DISCUSSION**

- A. City Manager Report – Del Rio. YTD Financials-Grants. 40-50k for a new finance system.
- B. Fire Chief Report – Del Rio Warrant abatement and Sacramento County Sheriff's and boarded up Del Rio. If you see people coming and going out of Del Rio call 911. City remain diligent with new property owner. New Fire Engine is here. Received two grants. State of California 15, 000. And FEMA for 6 new radios, cost is 3, 000.
- C. Code Enforcement Report – None.

## **11. CLOSED SESSION**

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11.1 None.

## 12. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

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MAYOR, Eric Pene

ATTEST:

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DEPUTY CITY CLERK, Yvonne Zepeda

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# City of Isleton

## City Council Staff Report

DATE: October 11, 2022

ITEM#: 7.A

CATEGORY: Old Business

### **CITY OF ISLETON 100<sup>th</sup> 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**

Staff recommends that City Council approve the special event permit application for the Isleton 100<sup>th</sup> Anniversary- Crawdad Festival for 17-18 June 2023.

#### **ATTACHMENT**

- Permit Application, Isleton 100<sup>th</sup> Anniversary – Crawdad Festival, June 2023

Reviewed by: Charles Bergson, City Manager 

Submitted by: Yvonne Zepeda, City Clerk \_\_\_\_\_



# CITY OF ISLETON

## RECREATION AND COMMUNITY SERVICES

101 2nd Street • Isleton, CA 95641

(916)-777-7770 • FAX: (916) 777-7775

### TEMPORARY USE

### APPLICATION: SPECIAL EVENT QUESTIONNAIRE

Please complete all information; do not leave any spaces blank. Write N/A in spaces that do not pertain to your event. **Incomplete Applications will not be processed.** Please use dark blue or black ink. A non-refundable Application Fee is due upon submittal of this proposal.

#### Event Information

Name of Event: THE Crawdad Festival

Description of Event: Seafood Festival With Food, Music, Alcohol

Set-up Date(s): June / 13 / 2023  
List each set-up date

Set-up Time(s): 10:00 AM / 7:00 PM  
List hours for each date indicated above (e.g., 9 a.m. – 10 a.m.)

Event Date(s): June / 17, 18 / 2023  
List each event date

Event Time(s): 9:00 AM / 9:00 PM  
List hours for each date indicated above (e.g., 10 a.m. – 5 p.m.)

Tear-down Date(s): June / 19-21 / 2023  
List each tear-down date

Tear-down Time(s): 8:00 AM / 5:00 PM  
List hours for each date indicated above (e.g., 10 a.m. – 5 p.m.)

Proposed Location of Event: Please list all facilities to be used, including buildings, parking lots, streets, parks, etc.

Facility \_\_\_\_\_ Location(s) Main Street

Facility \_\_\_\_\_ Location(s) " "

Facility \_\_\_\_\_ Location(s) " "

Facility \_\_\_\_\_ Location(s) " "

Name of property owner where event is to be held: \_\_\_\_\_

Has this event ever been held at other location(s)?

☐ Yes

☒ No

If yes, where and when? \_\_\_\_\_

Will there be an admission charge?

☐ No

☒ Yes

Amount: \$23.00 - \$18.00 EB

Expected daily attendance: 1K Peak attendance: 10K

Time of Day: \_\_\_\_\_ Qty: \_\_\_\_\_

Describe audience and anticipated demographics:

Multi-Cultural Attendees / All Ages

Will there be amplified entertainment or speeches?

☒ Yes

☐ No

If yes, describe:

Live Music Performance

Will there be any items sold?

☒ Yes

☐ No

If yes, describe:

Food, Alcoholic Beverages, Souvenirs

Will there be contracted concessionaires?

☒ Yes

☐ No

If yes, describe:

Food Vendors

How close are the nearest residences? 200 Ft

Garbage receptacles are mandatory.

☐ City services will be needed for garbage receptacles (fees apply).

☒ Garbage receptacles will be provided, maintained, and emptied by the applicant.

Recycling containers are mandatory.

☐ City services will be needed for recycling containers (fees apply).

☒ Recycling containers will be provided, maintained, and emptied by the applicant.

Will you need City water connections (fees apply)?

☒ Yes

☐ No

If yes, describe: Will Need Water For Vendors

What time will water need to be supplied? 8:00 AM - 9:00 PM

Will you need City electrical connections (fees apply)?

☒ Yes

☐ No

If yes, describe (Include voltage; 110v or 220v, and number of amps used by each item of equipment, and a total amperage). Submit an Electrical Service Plan:

TBD

Please indicate whether any of the following will be at the event.

Tents?	<input checked="" type="checkbox"/> YES	NO	Size(s)/Quantity: <u>TBD</u>
Canopies?	<input checked="" type="checkbox"/> YES	NO	Size(s)/Quantity: <u>10x10 : 50 qty</u>
Open Flames/Cooking?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>Crowded Cookers</u>
Self-Contained Cooking Trailers?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>
Fireworks?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>
Temporary Fencing?	<input checked="" type="checkbox"/> YES	NO	Height: <u>6ft</u>
First Aid Stations?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>2</u>
Portable Toilets?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>50</u>
Electric Generators?*	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>TBD</u>
Carnival/Amusements?	<input checked="" type="checkbox"/> YES	NO	Quantity: <u>1</u>
Spotlights?	<input checked="" type="checkbox"/> YES	NO	Explain: <u>TBD</u>

\*If generators are required, an electrical permit must be obtained from Community Development (fees apply).

Description of any other activities at the event: Live Music & Dancing

List sponsor(s) of the event: TBD

What type of advertising/promotion will you be doing prior to the event?

<input checked="" type="checkbox"/> Radio	What Stations? <u>TBD</u>	# of spots?
<input checked="" type="checkbox"/> Television	What Stations? <u>TBD</u>	# of spots?
<input checked="" type="checkbox"/> Newspaper Ads	Which ones? <u>TBD</u>	# of ads?
<input checked="" type="checkbox"/> Press Releases	Where Distributed? <u>TBD</u>	
<input checked="" type="checkbox"/> Flyers/Posters	Where Posted? <u>TBD</u>	
<input type="checkbox"/> By checking this box, I certify that no advertising/promotional materials will have information that conflicts with the information provided in this questionnaire. Copies of all event flyers, posters, and advertisements to be used for the event are attached.		

What type of advertising/promotion will be displayed during the event?

	Describe:	Size?
<input checked="" type="checkbox"/> Banners	3 ACROSS the Street Banners	24' X 20' - 5' X 10'
<input checked="" type="checkbox"/> Inflatables	4 Festival Inflatables	20' + High
<input type="checkbox"/> Other		

### Alcohol Information

Will there be alcohol?

If No, skip to Security Information Section.

☒ Yes

☐ No

Will alcohol be sold at the event?

☒ Yes

☐ No

Will alcohol be given away at the event?

☐ Yes

☒ No

Will alcohol be brought into the event by attendees?

☐ Yes

☒ No

Will alcohol be included in ticket/admission price?

☐ Yes

☒ No

Is event within 300' of a church or school property line?

☐ Yes

☐ No

Will 50% or more of the gross revenues from the event be derived from alcohol sales?

☐ Yes

☒ No

Has the applicant/organization ever had a liquor license or event permit denied, revoked, or suspended?

☐ Yes

☒ No

If yes, explain: \_\_\_\_\_

How will event attendees of legal drinking age (21) be identified?

By Color Waistband checked by security

**Attach a copy of approved Special Event Liquor License Application or Permit.**

### Security Information

Name of Responsible Person to be present at event:

Arthur Battle / Bryan Martin  
Tiger Security

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

Business Address: 3925 Power INN Rd Sacto, CA 95826

Home Phone: \_\_\_\_\_ Business Phone: 916-720-1229

Pager Number/Cell Phone No. of Person at event: 916-743-4366

Type of Private Security Personnel/Company Name\* Tiger Security

Number of Security Personnel: 60

How will they be identified? Uniform

**\*After reviewing the permit application, the City may require the use of off duty Sacramento County Sheriffs, paid for by the applicant.**

Parades, Motorcades, Running/Walking/Cycling/Skating Events (if applicable)

Location of Assembly Area: N/A Assembly Time: \_\_\_\_\_

Location of Disassembly Area: \_\_\_\_\_ Disassembly Time: \_\_\_\_\_

Description of Participating Units (motorized, animals, floats): \_\_\_\_\_

Number of Participating Units: \_\_\_\_\_

### **Illustrative Site Plans**

**Site Plan - A Site Plan of the event area indicating the location(s) of equipment and activities must be submitted with this Application.** Please include location of:

Stage(s)/Amplified sound equipment	Controlled access/Admission areas	Water service
Merchandise/Food vendors	Open flames/Cooking areas	Tents/Canopies
First aide/Emergency stations	Carnival/Amusement rides	Fencing
Activity/Amusement area	Handicap parking/Access areas	Emergency access
Recycling/Trash receptacles	Liquor distribution/Control areas	Portable restrooms

**Street Closures and Public Access** - A Traffic Control Plan indicating vehicle/pedestrian traffic control, detour routes, directional signs and barricades, and street closures must be submitted for the proposed closure of any street, sidewalk, alley, right-of-way, parking lot or similar public access area. Include/indicate the proposed parade/race route, if applicable. Street closures are primarily intended for parades, races, and events that must take place within the street. Applicant must notify merchants and/or residents affected by the street closure no later than 14 business days prior to the event. Copies of the notification letters or flyers with a list of recipients must be submitted to the Recreation and Community Services office no less than 14 business days prior to the event.

Electrical Service Plan - An additional plan must be submitted for electrical service usage showing layout of extension cords, spider boxes, generators and anticipated amperage draw.

Note: Please submit all plans on 8 ½ x 11" paper and attach to Application.

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### Vendor Information

Applicant/Organizer is required to provide a list of all individuals scheduled to sell merchandise, food, or other items. The information must include company names, contact persons, addresses, phone numbers and city Business License numbers if applicable. Vendors must have a current Isleton Business License or obtain a one-day Business License.

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### Applicant Information

Name of Primary Contact (first, middle, last): Michael I Goldstein

Street Address: 1791 Tribute Rd Suite C/D

City: Sacramento State: CA Zip: 95815

Home Phone: \_\_\_\_\_ Work Phone: 900-298-1950 FAX \_\_\_\_\_ #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: Goldsteinm29@yahoo.com

Driver's License Number/State \_\_\_\_\_

Name of Corporation/Organization (include D.B.A. name if applicable): \_\_\_\_\_

THE CROWDAD Festival LLC

State of Incorporation: CA Tax I.D. No.: 88-3936854

Sales Tax No.: \_\_\_\_\_

Business Street Address: 1791 TRIBUTE RD Suite C/D

City: Sacto State: CA Zip: 95815

Mailing Address (if different than above): 11762 De PALMAR RD

City: CORONA State: CA Zip: 92883

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### Insurance

For events occurring on City-owned property, the applicant must provide evidence of insurance for commercial general liability, auto liability, and liquor liability (if applicable) naming the City of Isleton as additional insured. The endorsement must indicate the dates, times, and location of the event. The person/organization listed on the endorsement must be the applicant. Please have your insurance provider address the insurance documents to the attention of Parks and Recreation, no later than 2 business days prior to the event date. Minimum limits are as follows:



- 2 \$1,000,000 per occurrence
- 4 \$1,000,000 aggregate
- 2 \$1,000,000 automobile liability (or non-owned automobile liability)
- 2 \$1,000,000 liquor liability insurance

Additional limits may be required after review. Providing the above-listed insurance does not in any way reduce or eliminate any responsibility assumed under the indemnity agreement statement.

### Indemnity

The applicant agrees to defend, indemnify, and hold harmless the City of Isleton, its agents, representatives, officials, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, or omissions of the applicant, its agents, employees, contractors, subcontractors, customers, invitees, guests or other persons doing business with the applicant, in connection with the Special Event described in this Application, provided that such claims, damages, losses and expenses are attributable to bodily injury or to injury to or destruction of property.

### Certification

I have read and understand all of the attached policies and will abide by all policies, rules, regulations, and conditions of use as written. I understand that the Temporary Use Permit for this Special Event permit is not transferable to any other individual or group.

Applicant's Signature: *[Signature]*

Date: 10/6/22

OFFICE USE ONLY	
Date Rec'd. _____	Staff Initials _____
Fee Paid _____	Receipt # _____
Level Assignment (A, B or C): _____	

# APPLICATION FOR SPECIAL EVENT LICENSE

## CITY OF ISLETON

PO Box 716, 101 Second Street, Isleton, CA 95641

Telephone (916) 777-7770 Fax (916) 777-7775

DATE: 10 / 16 / 23 FIRST DAY OF BUSINESS: 6 / 13 / 23

NAME OF EVENT THE CRANFORD FESTIVAL

OWNER(S) (Last, First, MI) OR CORPORATION GOLDSTEIN MICHAEL I

MAILING ADDRESS 11762 DE PALMA RD Suite 1C-216

NAME OF BUSINESS (D.B.A.) THE CRANFORD FESTIVAL LLC

BUSINESS MAILING ADDRESS 11762 DE PALMA RD Suite 1C-216

PHONE NUMBER 800-298-1950 EMERGENCY PHONE \_\_\_\_\_

OWNER(S) SOCIAL SECURITY NUMBER(S) \_\_\_\_\_

FEDERAL EMPLOYER I.D. # (FEIN) 88-3936854

STATE EMPLOYER I.D. # (SEIN) \_\_\_\_\_

STATE BOARD OF EQUALIZATION RESALE PERMIT # \_\_\_\_\_

TYPE OF OWNERSHIP: Sole Ownership \_\_\_\_\_ Partnership \_\_\_\_\_ Husband/Wife \_\_\_\_\_ Corporation X Joint Venture \_\_\_\_\_

TYPE OF BUSINESS YOU INTEND TO OPERATE Festival / Event

Describe the activities of your business (include type of product, services, etc.) Seafood Festival with Food & Music

Will the following materials be dispensed, stored, distributed, or used in the normal course of your business activity?

1. Food or drink intended for human consumption Yes X No \_\_\_\_\_
2. Alcoholic Beverages Yes X No \_\_\_\_\_
3. Do you anticipate the use, storage, or handling of hazardous materials, (solvents, fuels, paint, Etc) in your business, which at any one time will exceed the following amounts?  
(The listed amounts apply regardless of the individual container size)  
55 Gallons (Liquids) 500 Pounds (Solids) 200 cubic Feet (Gases) Yes \_\_\_\_\_ No X
4. Will your business operations result in the generation of any hazardous wastes? Yes \_\_\_\_\_ No X

\*\*\*IMPORTANT - - - PLEASE READ THE INFORMATION BELOW\*\*\*

BUSINESS LICENSES ARE ISSUED SUBJECT IN PART TO THE INFORMATION PROVIDED BY APPLICANTS. ANY CHANGE IN THE INFORMATION PROVIDED MAY INVALIDATE THE BUSINESS LICENSE. THE GENERAL BUSINESS LICENSE IS NOT TRANSFERABLE TO A NEW OWNER, NEW TYPE OF BUSINESS ACTIVITY, OR LOCATION.

IT IS THE RESPONSIBILITY OF ALL BUSINESS LICENSE APPLICANTS TO IDENTIFY AND OBTAIN ALL SPECIAL PERMITS AND APPROVALS REQUIRED BY FEDERAL, STATE, OR COUNTY REGULATION. IT IS ALSO THE RESPONSIBILITY OF THE APPLICANTS TO COMPLY WITH ALL CITY BUILDING AND ZONING REGULATIONS AND ORDINANCES. FAILURE TO DO SO MAY INVALIDATE YOUR RIGHT TO DO BUSINESS IN THIS CITY AND IN ADDITION MAY SUBJECT YOU TO PENALTIES AND LEGAL SANCTIONS. ALL OTHER LICENSE AND/OR PERMIT FEES ARE NON-REFUNDABLE.

THIS APPLICATION IS PUBLIC RECORD.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

[Signature]  
Signature of Applicant

10/6/22  
Date

## FIRE CHIEF ANSWERS.

1. Parking site agreements will be provided 90 days prior to event. All lots to be cleared and mowed within a week of the event.
2. Fire and EMT equipment to be set outside event zones at the direction of the Fire Chief.
3. Ambulance services to be provided by Applicant.
4. Beer Garden will be monitored by security people in the Garden. All persons in the Garden will be identified by wrist bands.
5. Site cleanliness will be monitored throughout the event with frequent removals. The event site will be cleaned at the end of event day. A security deposit of \$5000 to be placed with the City to assure trash removal.
6. Shuttles to be provided for remote parking lots.
7. Applicant to retain insurance to meet minimum limits as set by the City's insurance carrier, Small Cities Combined Risk Effort.

  
\_\_\_\_\_  
Michael Goldstein

10/6/2022







# City of Isleton

## City Council Staff Report

DATE: October 11, 2022

ITEM#: 8.A

CATEGORY: New Business

### **LICENSE AGREEMENT BETWEEN THE CITY OF ISLETON AND TAUZER APIARIES, INC. FOR RENTAL TO PLACE AND MAINTAIN BETWEEN 96 AND 120 HONEY BEE COLONIES SEASONALLY ON THE PROPERTY LOCATED AT CITY OF ISLETON, WASTE WATER PONDS; APPROVE**

#### **SUMMARY**

Tauzer Apiaries inquired if the City owned land to place and maintain between 96 and 120 honey bee colonies seasonally. Tauzer Apiaries is a family-run, community-oriented business located in Woodland, CA and has been dedicated to honey bees for over 40 years. California Farmers and Growers trust Tauzer Apiaries for all their honeybee pollination needs. They achieve higher crop yields by utilizing strong, dependable honey bees in fields or orchards <http://tauzerbees.com/>.

#### **DISCUSSION**

On Thursday, September 29, 2022 staff met with Sola Bee/Tauzer Apiaries, inspected location at the southwest area of sewer ponds and agreed it would be a good fit for their honey bee hives.

Staff recommends City Council to approve license agreement to place and maintain between 96 and 120 honey bee colonies seasonally on the property located at City of Isleton, Waste Water Ponds, (see attached Contract Appendix A).

See attached Insurance Certificate listing City of Isleton showing as additional insured.

#### **FISCAL IMPACT**

City will receive \$500/yr. for rental fees.

#### **RECOMMENDATION**

City Council approve license agreement to place and maintain between 96 and 120 honey bee colonies seasonally on the Property located at City of Isleton, Waste Water Ponds, (see attached Contract Appendix A).

#### **ATTACHMENT**

1. License Agreement between the City of Isleton and Tauzer Apiaries, Inc.
2. Certificate of Insurance showing City of Isleton as additional insured.

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk









## TAUZER APIARIES, INC. LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into and effective this \_\_\_\_\_ (the "Effective Date"), between the City of Isleton, a municipal corporation ("Licensor"), and Tauzer Apiaries, Inc., a California corporation ("Licensee") (collectively, the "Parties" and each individually, a "Party").

### RECITALS

A. Licensor desires to place and maintain between 96 and 120 honey bee colonies seasonally on the Property located at City of Isleton, Waste Water Ponds, APN 15701000800000, see Appendix A in the agreed upon apiary site.

C. Licensor desires to grant Licensee a non-exclusive License to access the Properties in accordance with the terms of this Agreement.

### AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Grant of Agreement.** Subject to the provisions, covenants and agreements herein contained, Licensor hereby grants to Licensee a limited, non-exclusive, and revocable License to place and maintain honey bee colonies on the Properties (the "License"). Future use of other properties owned by City of Isleton may be used for the purpose of placing honey bee hives with written permission from Licensor and would adhere to the same conditions set forth in this Agreement.
- 2. Use.** The License granted hereunder is expressly to the Licensee to place and maintain honey bee colonies on the Properties and no other purpose. No other entity will be permitted a license for those purposes during the Term. Licensor and Licensee shall agree in writing where each hive shall be located. Licensee shall not park, repair or refuel, or permit to be parked, repaired or refuel any vehicles or mechanized equipment on any portion of the Properties except for the purposes of loading, unloading and maintaining the honey bee colonies. Licensee shall not commit waste, and use their best efforts not to disturb the natural environment, except as required for the placement and maintenance of the honey bee colonies. All hives will be no less than 100 feet from an occupied structure, entrance, exit, or any area where the public may be.
- 3. Licensee's Responsibilities as Beekeeper:** Honey bee hives will be regularly inspected to monitor colony health metrics. Nutritional needs and disease monitoring will be assessed in accordance with industry

standards and the guidelines of the Bee Informed Partnership's Commercial Beekeeping best practices protocols. Licensee is to register hives in accordance with applicable laws and ordinances.

4. **Property Rights.** This Agreement does not create to the Licensee any property interest in the Properties.
5. **Term.** The initial term of this Agreement shall commence on the Effective Date and continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than thirty (30) days' written notice of terminated in accordance with this Agreement prior to the expiration of the initial term or of the one year extension then in effect.
6. **Condition of Properties.** Licensor has not made any representations with respect to the Properties, and does not warrant that the Properties are suitable for placement and maintenance of honey bee colonies, and Licensee accepts each Property as-is.
7. **Property Maintenance:** Licensee agrees to store only honey bee hives and material related to the keeping of bees on the property. Licensee agrees to maintain the properties at the same or better condition in which they were found at the time of the execution of this Agreement. Licensee will keep the agreed upon area clear of debris, appropriately mow or clear weeds as needed and maintain an orderly appearance during the duration of the use of the Property.
8. **Access.** Licensor and its employees, agents and representatives shall have the right to enter upon the Properties after reasonable notice to Licensee.
9. **Requirements of Law.** Licensee, at its sole cost and expense, shall be responsible for obtaining all business licenses, permits, and approvals necessary, as well as comply with all present and future laws and regulations on the placing and maintaining of honey bee colonies on the Properties.
10. **Fees and Royalties.** Within five (5) days following the Effective Date of this Agreement, Licensee agrees to pay Licensor a royalty which shall be the greater of either 1) five dollars (\$5.00) per colony located on the Property per year as of January 1 of each year; or 2) five hundred dollars (\$500.00) per Property per year. Additionally, upon any termination by either Party to this Agreement, Licensee shall pay all outstanding fees and royalties owed under this Agreement.
11. **Termination.** Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice. In addition, in the event Licensee fails to comply with any obligations imposed upon Licensee hereunder, Licensor shall have the right, after seven (7) days' notice to Licensee of any such non-compliance and Licensee's failure to remedy within such period (or if such non-compliance cannot be remedied within such seven (7) day period, Licensee's failure to utilize good faith in remedying any deficiency), to terminate this Agreement on that date. Upon termination, Licensee shall immediately remove all honey bee colonies from the Properties.
12. **End of Term of the Agreement.** Upon the expiration or earlier termination of the Term of this Agreement, Licensee shall remove all its property and vacate the Properties, leaving them in a clean, good, and orderly fashion. The provisions of this section shall survive the expiration or earlier termination of the Term of this Agreement. If Licensee fails to fulfill its obligations under this section, Licensor shall have the right, in its

sole discretion to pursue any remedy it may have under this Agreement or at law, or so much as necessary, to satisfy Licensee's obligations under this section at Licensee's sole cost and expense.

13. **Insurance.** Throughout the Term of this Agreement, Licensee shall maintain insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage and coverage at least as broad as Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001), Broad Form Comprehensive General Liability endorsement required with ISO Comprehensive General Liability form (1973) or comparable.

14. **Indemnity.** Licensee agrees to protect, indemnify, defend and hold Licensor free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) to which Licensor may be exposed or that Licensor may incur in connection with (a) an injury to, or death of, any person on the Properties, (b) a loss of, or damage to, any property occurring in, on or about the Properties, or (c) a violation of any law, ordinance or regulation applicable to the Properties or Licensee's occupancy and use thereof (collectively, "Losses"). Notwithstanding the foregoing, it is the intent of Licensor and Licensee that Licensee shall be liable to Indemnify Licensee under this Section 12 regardless of whether or not the Losses are caused by any act, omission, willful misconduct or negligent conduct of Licensee, except to the extent that the Losses are solely caused by the gross negligence or willful misconduct of Licensor, or its agents, employees and invitees.

15. **Assignment.** Licensee shall not assign or sublicense its rights or delegate its duties under this Agreement.

16. **Emergency Contact Information:** Should an emergency arise; the below is to be used for contact information. Emergency contact information will be updated if any changes to appropriate contact persons occur:

If to the Licensor: Charles Bergson, City Manager  
or Diana O'Brien  
707-777-7770  
101 2nd Street  
Isleton, CA 95641  
cbergson@cityofisleton.com or  
dianaobrien@cityofisleton.com

If to Licensee: Rachel Morrison  
Sola Bee/Tauzer Apiaries  
Outreach Manager  
707-242-6161  
530-758-0363  
23011 Co Rd 103  
Woodland, CA 95776  
Rachel@solabeefarms.com

17. **Notice.** Any notice or other communication required to be given hereunder shall be in writing and shall be deemed to have been duly given to any Party (i) upon delivery to the address of such party specified below if delivered in person or by courier, or if sent by certified or registered mail (return receipt requested), postage prepaid, or (ii) upon dispatch if transmitted by email or facsimile.

If to the Licensor:                      City of Isleton  
   101 2nd Street  
   Isleton, CA 95641  
   Attention: City Manager

If to Licensee:                              Tauzer Apiaries, Inc.  
   23011 County Road 103  
   Woodland, CA 95776

18. **Hazardous Substance Indemnity.** Prohibited Substances. Licensee shall not use or bring any Hazardous Substances to the Properties for any purpose. Licensee agrees to indemnify and hold licensor harmless from any and all costs, liabilities, claims, dangers and expenses (including attorneys' fees) arising from licensee's transportation, storage, generation, handling, disposal, or other use of any and all hazardous substances.

19. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect as each provision is an independent covenant and not a condition precedent to the effectiveness of any other provision herein.

20. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court for the County of Sacramento, California.

21. **Attorneys' Fees.** Should any action or motion be instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to all of the relief to which that Party or those Parties may be entitled by law.

22. **Counterparts.** This Agreement may be executed in one or more counterparts but all of the counterparts shall constitute one agreement. This Agreement shall be effective when executed by all of the Parties hereto. Executed counterparts of this Agreement may be delivered via facsimile and/or e-mail. Such electronic copies shall constitute originals for any and all purposes herein.

23. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior oral and/or written agreements, if any, unless incorporated by reference herein. The terms of this Agreement are contractual and not mere recitals. This Agreement may be modified only by a further written agreement executed by the Parties.

24. **Authority.** Each person whose signature appears on behalf of a Party below acknowledges that he or she has carefully read this Agreement and knows the contents thereof and executes the same of his or her own free will. Each person whose signature appears on behalf of a Party below represents and warrants to the other Party that he or she is authorized to enter into this Agreement, and that their signature binds such Party to the terms and conditions herein without the consent of any other person or entity.

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

**Licensor:**

City of Isleton, a municipal  
corporation

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Name Printed)

Its: \_\_\_\_\_  
(Title)

**Licensee:**

TAUZER APIARIES, INC., a California  
corporation

By  \_\_\_\_\_  
(Signature)

Name: Trevor Tauzer  
(Name Printed)

Its: Vice President  
(Title)



## APPENDIX A





# **HIVE HOST- WELCOME PACKET**

## Table of Contents:

1. Welcome Letter
2. Family History & Mission Statement
3. Pollination & Honey Bee Facts
4. Planting for Pollinators
5. Swarm Information
6. Hive Host Referral Sheet
7. Community Partnerships





## **Welcome to our family of Hive Hosts!**

As you know, finding natural environments where our honey bees can flourish is one of the biggest challenges in our industry. Land owners like you, who are willing to help support our local honey bees, are vital to our collective success. Your property will allow for our honey bees to forage naturally, to maintain the strength and health of their colonies. Our promise to you, is to continue to work with you to ensure our honey bees are adding value to your land, and not disturbing your day to day life.

### **Important Information:**

Honey bees often take 24-48 hours to settle into their new location, and you may see increased activity during this time period, and also on the days we visit for hive maintenance. Please don't hesitate to reach out with any questions or concerns during these times.

If requested, we can mail you a copy this welcome packet along with our liability insurance. Please let us know if your mailing address differs from the hive hosting property address we have on file.

We look forward to providing you with local honey from the flowers and plants on your property, when possible in the future. As an added benefit, we can also offer donations of honey to non-profits or local organizations of your choice. We are flexible and open to arrangements that make hosting our hives a positive experience for all of us. Please reach out to us anytime.

**We are excited to partner with you!**

**Trevor & Claire Tauzer & The Sola Bee Hive Crew**





## Our Mission Statement

The mission of Tauzer Apiaries & Sola Bee Farms is to maintain healthy, strong honeybee hives. We believe in advocating for responsible beekeeping and educating about the importance of honeybee pollination to our local food systems. Our business is built on positive relationships with our employees, our hive hosts, and our farmers and growers. We believe honeybees are an essential part of the health of California agriculture and play a key role in the prosperity of our communities.

## Tauzer Apiaries Family History

The Tauzer family homesteaded in Northern California in 1861. Mark Tauzer was introduced to beekeeping at 12 years old by one of the pioneers of professional beekeeping for pollination, Harry Whitcombe. Tauzer Apiaries began 45 years ago with only a few hives on our family farm. Through hard work and innovation our beekeeping business has developed into a thriving community-oriented business, operating with diverse apiary locations in partnership with many local hive hosts. Trevor and Claire Tauzer manage the day to day operations and are proud to be second generation family business owners. Our family is proud to continue working as beekeepers that support the vital food systems of California agriculture.



## Honey Bee Pollination Facts:

- 1 in every 3 bites of food is pollinated by honey bees
- Honey bees pollinate 80% of the worlds plants including 90 different types of food crops
- Apples, oranges, broccoli, blueberries, cherries, cucumbers, pumpkins, melons, alfalfa, almonds, onions & avocado to name a few!
- Honey bees help to propagate native flora and add to the biodiversity of the land they visit
- Pollination happens when a forager bee collects nectar and pollen from the flower of a plant, some pollen from the stamens—the male reproductive organ of the flower—sticks to the hairs of her body. When she visits the next flower, some of this pollen is rubbed off onto the stigma, or tip of the pistil—the female reproductive organ of the flower



## Honey Bee Fun Facts

- Honey bees are loyal to only one queen bee at a time- they return to the same hive each day
- Queen bees are the longest living honey bee in the hive and can lay up to 2,000 eggs in a single day
- Honey bees manage the many "jobs" in their hive based on their age and sex
- Young female bees are born as "nurse" bees and they take care of the queen until they become foragers
- Male bees are called drones, they do not have stingers!
- Foragers/workers are female bees, they provide all the nutrition for their hives by pollinating flora (spreading and then collecting nectar and pollen)
- Honey bee hives can produce anywhere from 10-200 lbs of honey each year. The amount varies greatly depending on hive health, weather, region and available forage



# Planting for Honey Bees & Other Pollinators



**Here are a few California native plants that honey bees and other pollinators love!**

Over 180,000 plant species depend on pollinators, making them critical to maintaining the health of natural habitats and ecosystems. One out of every three bites of food is a result of pollinators hard work. Pollinators include bats, butterflies, beetles, and of course, bees.

## Lacy Phacelia

*(Phacelia tanacetifolia)*

*Lacy phacelia is often used as a cover crop and as bee forage because of its high nectar and pollen availability. It is commonly used in vineyards to attract honey bees, and phacelia flowers bloom abundantly and for long periods of time, which is attractive for pollinators.*

## California Buckwheat

*(Eriogonum fasciculatum)*

*Buckwheat provides both pollen and nectar that is high quality and nutritious making it a pollinator favorite. California buckwheat is native to California; however, there are over 125 species of the plant. Note: Buckwheat should not be confused with buckeye, which is poisonous to honeybees.*

## Bird's Eye Gilia

*(Gilia tricolor)*

*Bird's Eye Gilia is an annual plant that is native to California. It is fragrant and has high levels of blue pollen making it attractive to bees and other pollinators. It blooms between March and May giving pollinators food to forage on in spring.*

## California Lilac

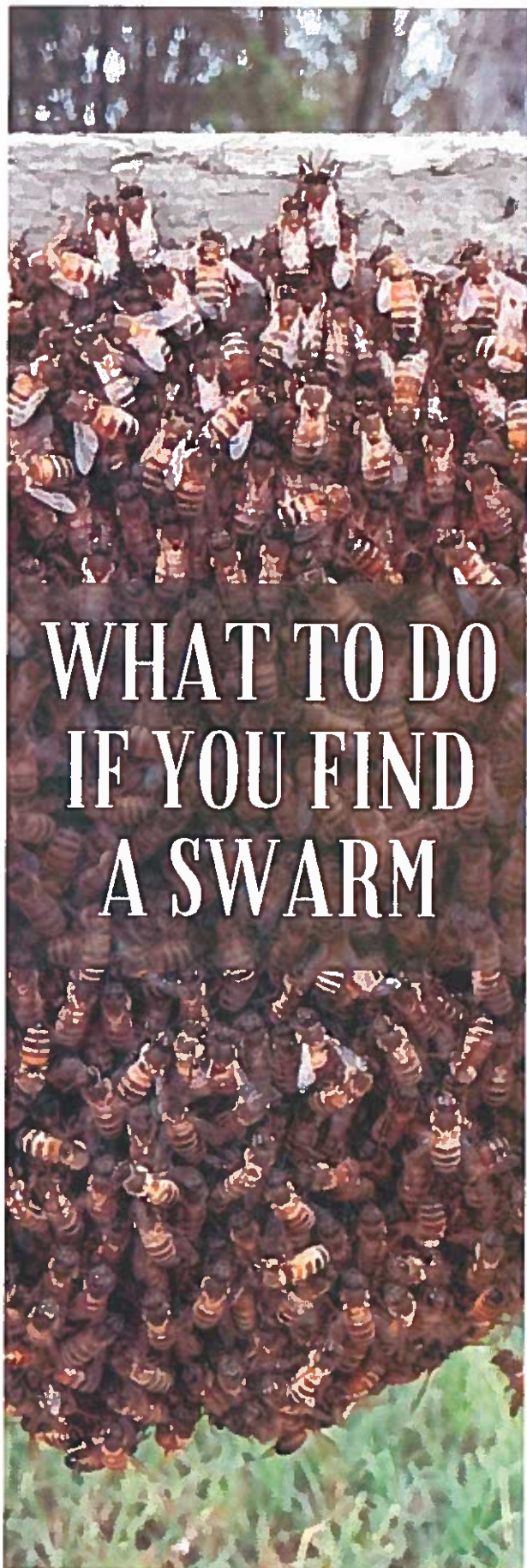
*(Ceanothus)*

*There are many different ceanothus plant species in California, providing pollinators with ample food. Ceanothus species can bloom from January to September providing food for pollinators for many months. These plants have a strong fragrance and are vibrantly colored, which is highly attractive to bees.*

## California Aster

*(Aster chilensis)*

*This California native plant is popular among pollinators, especially honey bees because it blooms in late summer and fall. This late bloom provides bees with last minute food to be stored for winter. California Aster provides both pollen and nectar and is drought tolerant.*



Thank you for hosting Tauzer Apiaries hives! Your partnership helps keep honey bees healthy.

At Tauzer Apiaries, we strive to follow beekeeping best practices to prevent or mitigate swarming as much as possible. However, swarming is a natural process in the reproductive life cycle of a honey bee colony.

During the swarming process, honey bees travel as a group looking for a new place to live. They often stop to rest in trees or on other objects while they send scout bees to locate a new home. They typically leave the area within a few days.

Swarms are usually docile and do not pose a threat to people, livestock or pets.

Here are steps to take if you find a swarm on your property.

### 1. Stay Calm

- Swarms are typically docile.
- Let them be - keep appropriate distance and avoid disturbing.
- Avoid spraying with water, pesticides or other substances.

### 2. Important Info

- Where is the swarm located? Take photos, if possible.
- When did you first notice the swarm? How long has it been there?
- Are the bees in an area that is preventing normal operations?
- Are the bees entering or inside a building or other structure?
- What information is needed to help us quickly locate and remove the swarm?

### 3. Contact Us

hivehost@solabeefarms.com (707) 242-6161





TAUZER  
APIARIES  
www.tauzerbees.com



## HIVE HOST REFERRAL SHEET

SHARE YOUR LOVE OF SUPPORTING US WITH NEIGHBORS AND FRIENDS

### BENEFITS OF BECOMING A HIVE HOST

#### Compensation

We offer hosts compensation for seasonally used sites in addition to providing estate honey

#### Community Support

We strive to support our collective community and show our gratitude for your generosity.

One third of food we eat comes from plants that are pollinated by insects

# 80%

is pollinated by honey bees

California beekeepers and honey bees need your help in sustaining the population of our essential pollinator

We rely on our hosts' diverse landscapes to provide our bees with healthy pastures.

#### Enriching Local Ecosystems

Honey bees leave behind a "green footprint", and they help promote a healthier ecosystem balance.



#### Relationships

Our success in maintaining our bees' health can be attributed to the partnerships we have cultivated over time.

#### Local Honey

By hosting honey bees, you will receive locally produced raw, natural honey from your property

Tauzer Apiaries is a family run business with generations of experience serving Northern California for over 40 years.

### Can you support us by hosting our hives?

If so, please call or email us! (707) 242-6161

hivehost@solabeefarms.com

Fully Insured- Local References Available!



## OUR PARTNERS INCLUDE:



Cultivating opportunity.



**WE ARE STRONGER TOGETHER  
WE WOULD LOVE TO WORK WITH YOU TO SUPPORT  
OUR LOCAL COMMUNITY NONPROFITS**

info@solabeefarms.com (707) 242-6161 www.solabeefarms.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jack Cramer Insurance  
P.O. Box 1384  
Woodland CA 95776

CONTACT NAME: Jack Cramer  
PHONE (A/C No. Ext): 530-662-1076 FAX (A/C No.): 530-662-6921  
E-MAIL ADDRESS: jackcramer@hotmail.com

INSURED Tauzer Apiaries Inc  
23011 Co Rd 103  
Woodland CA 95776

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Agribusiness Insurance	28223
INSURER B: Nationwide Mutual Insurance Company	23787
INSURER C: Zeinth Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

Sola Bee Farms

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		FPKGLNO7801260247	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		FPKBAN7801260247	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		FPKFAEN7801260247	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	Z072568102	03/15/2022	03/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Farm and Beekeeping operation	<input checked="" type="checkbox"/>	FPK FMPN7801260247	03/01/2022	03/01/2023	Each Occurrence \$1,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Owners Mark and Diane Tauzer are excluded from the Work Compensation policy.

The certificate holder is listed as additional insured in connection to Hive hosts at 101 2nd Street, Isleton CA 95641

## CERTIFICATE HOLDER

## CANCELLATION

City of Isleton  
P O Box 716  
Isleton CA 95641

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack L Cramer

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	
City of Isleton PO Box 716 Isleton CA 95641	
Location(s) Of Covered Operations	
101 2nd Street Isleton CA 95641	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

FPK GLNO7881260247

74TK 21021

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**All terms and conditions apply unless modified by this endorsement.**



# City of Isleton

## City Council Staff Report

DATE: October 11, 2022

ITEM#: 8.B

CATEGORY: New Business

### **ISLETON HISTORICAL PRESERVATION REVIEW BOARD (IHPRB); REVIEW AND CONSIDER PLANNING COMMISSION BOARD MEMBER AS SECOND MEMBER**

#### **SUMMARY**

In December 2009 the Isleton Historical Preservation Stakeholder Committee was formed to help develop historical goals for the City of Isleton. The committee developed policies and objectives to advance the historical interest of the city.

Ordinance Number 05-2011 An Ordinance of the City Council of the City of Isleton Adopting a Historical Preservation Ordinance and Accompanying Negative Declaration was approved on August 24th, 2011. Per Ordinance Number 05-2011 1.03 the City established a historical review board consisting of:

- One Historical Society Member: Pam Bulahan
- Two Public Members: William Bodenhamer, Aleida Suarez
- Two Planning Commissioners: Jack Chima & Vacant

#### **DISCUSSION**

At the Planning Commission meeting of October 4, 2022, the Commission nominated Michelle Burke for the second member to this Board. The members of the Isleton Planning Commission request City Council to review and appoint Commission member Michelle Burke to the IHPRB Planning Commission vacant seat.

#### **FISCAL IMPACT**

There is no Fiscal Impact.

#### **RECOMMENDATION**

It is recommended that the City Council to review and consider appointment to a Planning Commission seat on the Isleton Historical Preservation Review Board.

#### **ATTACHMENTS**

None

Reviewed by: Charles Bergson, City Manager

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk



# City of Isleton

## City Council Staff Report

DATE: October 11, 2022

ITEM#: 8.C

CATEGORY: New Business

### **CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION PLANNING GRANT, MAIN STREET; APPROVE**

#### **SUMMARY**

On April 4, 2022 the City received an award letter from the California Department of Transportation (CALTRANS) Sustainable Transportation Planning Grant for the Isleton Main Street Redesign and Revitalization Plan through Sacramento Area Council of Governments (SACOG).

#### **DISCUSSION**

The purpose of this grant is to create a plan that will improve multi-modal transportation connectivity and access to and within downtown. (Task 4)

The project will develop a plan for Isleton's Main Street to improve the pedestrian environment, support revitalization, and preserve the rich heritage of this historic community and the Sacramento-San Joaquin Delta. The City, with its sub-applicant (Local Government Commission), will conduct an "extensive and highly participatory, multifaceted community engagement process to identify strategies for change". The resulting plan will include short and long-term streetscape and multi-modal safety and access improvements for pedestrians, bicyclists, transit and motorists, steps to spur public and private investment in the downtown, and strategies for maintaining a cohesive, well-connected community.

CivicWell formerly Local Government Commission will be the consultant. As part of the grant, this firm has been retained by SACOG to direct this work.

#### **FISCAL IMPACT**

The total amount of the project is \$240,357. The grant amount is \$212,788. The City's local match is \$27,569. The City's local match will come from its SACOG planning funds. No general funds will be used.

#### **RECOMMENDATION**

It is recommended that the City Council approve service agreement 74A1346 with the State for Sustainable Communities Grant, Main Street

#### **ATTACHMENT**

Sustainable Communities Grants (State-SB1) Restricted Grant Agreement between Department of Transportation and the City of Isleton

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk



**California Department of Transportation**

ADMINISTRATION  
DIVISION OF PROCUREMENT AND CONTRACTS  
1727 30<sup>th</sup> STREET, MS 65  
SACRAMENTO, CA 95816-7006  
PHONE (916) 227-6000  
TTY 711  
<http://dot.ca.gov/programs/procurement-and-contracts>



September 29, 2022

**Contract Number: 74A1346**

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

Dear Contractor:

The above-referenced service Agreement is enclosed for your review and approval. Please refer to the enclosed "Contractor Instructions" for information on how to complete the Agreement and any accompanying forms.

**DO NOT BEGIN WORK UNTIL NOTIFIED TO DO SO BY CONTRACT MANAGER.**

By law, the State of California cannot pay for work undertaken by any contractor prior to complete approval of the contract.

A copy of the fully approved Agreement will be returned to you. If you do not receive your copy of the approved Agreement prior to the scheduled date for start of work, or if you have any other questions, please call this office or the designated Caltrans Contract Manager.

Thank you for your prompt processing. Please return all documents to my attention.

Sincerely,

*Nathan McMullen*  
Contract Analyst

c: Contract Manager

## **CONTRACTOR INSTRUCTIONS**

Please sign the Agreement where indicated on **page 19 under name of Contractor**. The Agreement must be signed and the name and title of the person signing must be printed directly below the signature. **This is not an authorization to begin work. You cannot be authorized to begin work until this Agreement is fully approved and Contract Manager has notified you to begin work.**

The signed Agreement and any attachments must be returned to this office by **October 13, 2022**.

**Return All Documents to:**      **DEPARTMENT OF TRANSPORTATION**  
   **DIVISION OF PROCUREMENT AND CONTRACTS**  
   **ATTN: Nathen McMullen**



**Sustainable Communities Grants  
(State-SB 1)  
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **CITY OF ISLETON**, hereinafter referred to as **AGENCY**, will commence on **November 1, 2022**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2025**.

**Attachments:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Cost and Schedule
- III. Grant Application Guide

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

**Section I**

**AGENCY Responsibility:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**Section II**

**CALTRANS Responsibility:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**Section III**

**Parties' Mutual Responsibilities:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, **Resolution (Attachment I)**, **Scope of Work and Cost and Schedule (Attachment II)**, and the applicable **Grant Application Guide (Attachment III)**, and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in Isleton Main Street Redesign and Revitalization Plan, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (**Scope of Work and Cost and Schedule**), which are attached hereto as **Attachment II**.
5. The **RESOLUTION** authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable **Grant Application Guide (Attachment III)**.

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	

\$212,788	\$27,569.00	\$0.00	\$27,569.00	11.47%	\$240,357.00
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No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

**9. Notification of Parties**

- a. **AGENCY's** Project Manager for Project is Diana O'Brien, [dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com), (916) 777-7770.
- b. **AGENCY's** Financial Manager for the Project is N/A.
- c. **CALTRANS'** Contract Manager is Alex Padilla, [alex.padilla@dot.ca.gov](mailto:alex.padilla@dot.ca.gov), (916) 798-1218. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**City of Isleton**

Attention: Diana O'Brien, Administrative Assistant  
Phone Number: (916) 777-7770  
Email: [dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com)  
Address: 101 2<sup>nd</sup> Street  
Isleton, CA 95641

**California Department of Transportation**

District 3/Regional Planning  
Attention: Alex Padilla, Contract Manager  
Phone Number: (916) 798-1218  
Email: [alex.padilla@dot.ca.gov](mailto:alex.padilla@dot.ca.gov)  
Address: 703 B Street, 32  
Marysville, CA 95901

**10. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **November 1, 2022**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2025**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by **AGENCY** to **CALTRANS** no less than 90 days prior to the expiration of this RGA.

## 12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$212,788.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

## 13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

## 14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

## 15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and,

including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 18d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- e. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- f. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- g. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- h. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- i. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### **16. Local Match Funds**

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If **AGENCY** fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

#### **17. Quarterly Progress Reporting**

**AGENCY** shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

#### **18. Cost Principles**

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

## **19. Repayment of Unallowable Costs**

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

## **20. Americans with Disabilities Act**

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

## **21. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

## **22. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all



other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

### **23. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY**'s external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY**'s contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY**'s sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

#### **24. Adjudication of Facts in Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
  - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
  - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
  - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
  - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

#### **25. Third-Party Contracts**

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without

limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
  - 2) State Contracting Manual (SCM), Chapter 5
  - 3) Local Assistance Procedures Manual (LAPM) Chapter 10
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(f)(4), above**.
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15d, above**.

## **26. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

- 1) Will receive a copy of the company's Drug-Free Policy Statement; and
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## 27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## 28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and

security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

**29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

**30. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

**31. ADA Compliance**

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

**32. Project Close Out/Final Product**

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

**33. Ownership of Proprietary Property**

**a. Definitions**

- 1) **Work:** The work to be directly or indirectly produced by **AGENCY** under this RGA.

- 2) **Work Product:** All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's** contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any **Work** under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

**b. Ownership of Work Product and Rights**

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the **Work Product** was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.



c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "Pre-existing Works") shall continue to be owned by **AGENCY** or such



parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. **Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

**34. Electronic Signatures**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

**35. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate

contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Section IV**

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

**City of Isleton**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**RESOLUTION NO. 16-22**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF ISLETON'S MAIN STREET REDESIGN AND REVITALIZATION PLAN**

**WHEREAS**, the City Council of the City of Isleton is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

**WHEREAS**, the City of Isleton wishes to delegate authorization to execute these agreements and any amendments thereto;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Isleton authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Isleton held on this 10th day of May 2022.

**AYES:** Councilmember's Paul Steele, Kelly Hutson, Iva Walton, Vice-Mayor Pamela Bulahan, Mayor Eric Pene

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**ATTEST:**

  
DEPUTY CITY CLERK, Yvonne Zepeda

  
for MAYOR, Eric Pene

## SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	2022-2023
Project Title	Isleton Main Street Redesign and Revitalization Plan
Organization	City of Isleton

### Introduction

#### *Relevant Background*

The City of Isleton is a small historic town and legacy community in the Sacramento-San Joaquin Delta, located along Highway 160 (River Road), the state-designated scenic highway that follows the Sacramento River. Isleton will celebrate its 100<sup>th</sup> anniversary in 2023. Main Street was listed on the National Registry for Historic Places back in 1991 for its Chinese and Japanese historical significance and Asian-style architecture.

The overall project study area is bounded by SR 160/River Road and Union Street, north and south, SR 160/River Road at the intersection with 1<sup>st</sup> Street to the west, and H Street to the east. The Historic Main Street District is the primary focus, which includes Main Street and the three blocks between River Road and Union Street on the north and south, and between E Street and H Street, on the west and east. A number of businesses, a market, craft brewery, deli, coffee house, restaurant, collectible shops, Isleton Chamber of Commerce, historic museum, park, post office, Isleton Elementary school, a few apartments and single family homes are among the uses in or adjacent to the study area.

Isleton is one of the oldest historical river communities nestled in the heart of the Sacramento-San Joaquin River Delta. Isleton was founded in 1874 by Josiah Pool, who built a wharf to promote commerce and trade along the Sacramento River. The City of Isleton was incorporated in 1923 and continues to be the smallest city in Sacramento County.

Isleton is one of the oldest historical river communities in the Sacramento-San Joaquin River Delta. The Delta's rich peat soil made Isleton a thriving agricultural and economic center in the early 1900s. During this time, Isleton was a major sugar beet producer and had steamboats stopping twice per day on trips between San Francisco, Sacramento, and Marysville. Up until the Great Depression of the 1930s, Isleton was the canning center for the Delta, and was known for its Bartlett pear and asparagus crops. The city was even known as the Asparagus Capital of the World. With the construction of the railroads and then the highways after World War II, the Sacramento River's importance as a transportation route diminished, and the five canneries in Isleton closed. During this period, agriculture also shifted to large-scale farming, which led to a loss in economic activity and outmigration. The last cannery, Sun Garden, closed in 1966.

Main Street reflects a period in Delta history when Asian-American commercial districts played a vital role along the riverboat transport corridor. The story of Isleton's Main Street Commercial Corridor is one of ongoing rebirth and renewal. Most of the buildings standing now were built after a devastating fire razed most of old Main Street in 1926. The town was rebuilt in a distinctive mid-century architectural style. This period marked a boom time for Main Street businesses where the corridor was at its most vibrant. When the local canneries closed down, the City saw a steady decline in population and commercial activity which lasted until the end of the century.

Since then, however, the City re-orientated itself to take advantage of the natural beauty of its surroundings and catered to a tourist economy. Large events like the Crawdad Festival has drawn thousands of visitors to Main Street. A renewed sense of vibrancy and community activity hit another roadblock when the City faced the vicissitudes of the 2008 recession.

Today, Isleton is rebuilding again. In recent years, the lower cost of homes and Main Street buildings has attracted some new residents and entrepreneurs to the town, who recognized the value of its historic commercial district and were supporters of the effort to redesign Main Street. Two important buildings, the Bing Tong Building and the Mei Wah Beer Room have been renovated and added much to the character of Main Street. Several other building owners hope to do the same and see a redesign of Main Street as a catalyst for continued revitalization.

Nevertheless, Main Street still has many buildings in disrepair, with empty or inactive storefronts, vacant lots, and an outmoded and worn-out roadway and public infrastructure. The historic nature of the corridor means many of the buildings need considerable renovations that prove to be financial barriers for new investment. Vacant storefronts and absentee ownership has led to portions of Main Street looking tired and in need of reactivation. Sidewalks, streets and crosswalks need repair and enhancements, and the corridor needs amenities such as trees, benches, bike parking, lighting and other landscaping to support active transportation and improve visitor experience. Main Street needs to look like an attractive investment to accelerate infill and revitalization.

### *Related Planning Efforts*

Isleton is implementing its downtown improvement program; the city has recently submitted its packet to become a "Certified Local Government" in which a portion of National Park Service revenues can be used for historic preservation. The city parking lot serving Main Street is being renovated and may include charging stations for electric vehicles. The City is also forging transit links with its nearby urban centers—Sacramento and the Bay Area. A number of new businesses are moving into town and actively renovating buildings within the historic district.

Prior to the emergence of COVID-19, Main Street hosted several community events each year including the Asian New Year Celebration, Summerfest and Second Saturday – events expected to resume after the pandemic abates. Main Street has also been the focus for a grant project facilitated by the Sacramento Area Council of Governments. Through that effort, Robert Liberty, Director of Portland State University's Urban Sustainability Accelerator, engaged a group of



architecture students from the University of San Francisco to work with the Main Street Advisory Committee to explore initial concepts to make Isleton's Main Street corridor more walkable and friendly to visitors and residents. The Isleton Chamber of Commerce has also been working closely with the City to put in new directional signs and banners to direct more traffic into Isleton. City staff and Main Street stakeholders are looking at "tactical urbanism" strategies to transform spots of Main Street into interactive parklets.

This project will develop recommendations and detailed design concepts for Main Street that build on this momentum. It will use a context-sensitive approach that mirrors the 2020 MTP/SCS community type analysis, envisioning Isleton as a "Center and Community" place type that includes a compact form, mix of uses, and infrastructure that is supportive of walking and bicycling. It will draw upon the observations and findings from the 2017 City of Isleton Opportunities, Constraints and Vision Report and the 2019 SACOG Civic Lab Commercial Corridors accelerator project in Isleton. It will also advance the goals and objectives of the Delta Protection Commission 2012 Economic Sustainability Plan for the Sacramento-San Joaquin Delta and the objectives and strategies of the Delta Conservancy 2017 Delta Tourism Awareness 5-Year Marketing Plan.

This project will also take into consideration and both inform and be informed by other relevant past, current and upcoming regional planning efforts, such as: SACOG's Bicycle and Pedestrian Master Plan, Sacramento Region Parks and Trails Strategic Development Plan, and Climate Adaptation Plan and Vulnerability and Criticality Assessment; and the Caltrans District 3 Active Transportation Plan. The 2024 regional Blueprint led by SACOG will also be important as it outlines recommendations for land use policy and transportation investment strategies for the Sacramento region for the next 20-30 years. The Blueprint will lay out a set of strategies for an integrated, multimodal transportation system and regional development pattern that will inform the 2024 MTP/SCS.

### *Project Area Demographics*

Isleton is a small rural community with a disadvantaged population. In 2019, Isleton had a population of 544 people with a median age of 41.3 and a median household income of \$36,875, 49% of the state median household income. Median household income declined from \$39,375 between 2018 and 2019, a -6.35% decrease (datausa.io). 19.1% of the population is below the poverty line, about 1.4 times the rate in California. American Community Survey 2019 census data indicate that Isleton's racial and ethnic makeup is 49% white and 42% Hispanic, 1% Native, 1% Asian, 1% Islander, and 4% Two or more (Census Reporter: ACS 2019).

2019 ACS data on the means of transportation to work taken by Isleton's residents suggest interest, willingness or the need to use active modes of travel: 3% took public transit, about 10% higher than the Sacramento-Roseville-Folsom Metro Area. 5% walked, more than double the rate in the Sacramento-Roseville-Folsom Metro Area and nearly double the rate in California.

As described in the application narrative form and description of scope and tasks below, the project will benefit disadvantaged residents and small businesses by directly engaging them to identify their safety, access and mobility needs and priorities for improvements. A plan that

improves conditions for walking, bicycling and taking transit will benefit all residents but will be a greater benefit for Isleton's low-income residents, people with disabilities and those without access to a car who rely on walking, bicycling and transit to meet their travel needs.

## **Project Stakeholders**

The City of Isleton is the proposal applicant and will be the grant recipient. The City will partner with CivicWell (formerly Local Government Commission), a 501(c)3 non-profit organization. The City will select a technical consultant team through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning, traffic and civil engineering, landscape architecture and urban design. The roles and responsibilities of the City, CivicWell and the consultant are detailed below.

### **CivicWell**

CivicWell will assist with project management and coordination of the RFP process for consultant selection. CivicWell will help the City assemble and manage an Outreach Advisory Group, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. CivicWell staff will facilitate community engagement activities including virtual and in-person workshops, walk audits and bicycle audits, and stakeholder listening sessions. CivicWell staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, CivicWell staff has worked on over 80 planning projects funded by Caltrans throughout the state. CivicWell staff conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). CivicWell has also served as an Active Transportation Program technical assistance provider on behalf of Caltrans for disadvantaged communities and is serving as an outreach and technical assistance provider for the Air Resources Board Clean Mobility Options Voucher Pilot Program. CivicWell has staff that is fluent in Spanish and is experienced in producing outreach materials and conducting meetings and workshops in English and Spanish and other languages as needed.

### **Consultant**

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation, mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, traffic safety and operations, and Main Street and town core neighborhood land use. The consultant will actively engage in the public process, develop design concepts and recommendations to improve safety and mobility choices that respond to input from the community and responsible agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall multi-modal transportation and land use framework plan for the Main Street historic core, adjoining streets, and key destinations with proposed infrastructure improvements, circulation, access and parking patterns that are consistent with the desired community character.

- Conceptual designs for streets, other public spaces and private development opportunity sites to facilitate pedestrian, bicycle and transit safety, use and mobility, and enhanced commercial activity. Graphic designs will provide visualizations to help community members understand public right of way cross-sections and interaction with adjacent properties and buildings.
- Detailed streetscape design for Main Street.
- Implementation strategy that identifies both short- and long-term infrastructure improvements, potential funding opportunities, and steps for instituting policy and programmatic changes.

## Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Engage residents, especially those who do not typically participate in City decision-making and planning processes.
- Identify obstacles to multimodal mobility, access, safety, and comfort to the Downtown area.
- Identify transportation and connectivity challenges for residents and visitors and that impact business performance and development opportunities.
- Develop slow streets designs that calm traffic, especially near shops, parks and plazas on Main Street.
- Identify opportunities for application of green street concepts, such as trees, storm water planters, swales and other bio-retention areas, drought-tolerant landscaping, and permeable pavement.
- Recommend access and wayfinding improvements to increase awareness and visibility of Main Street to travelers from SR 160/River Road.
- Study and recommend improvements, such as a pedestrian bridge, connecting Main Street and the riverfront public park and recreation area and water access.
- Consider improvements that support development of a greater diversity of uses, reducing the need for Isleton residents to travel elsewhere for employment and services.
- Produce a master design concept to improve conditions for walking, bicycling, transit linkages and access, outdoor eating and commerce, beautification and environmental sustainability on Main Street with sufficient detail to pursue implementation funding for engineering and construction.

## Summary of Project Tasks

### Task 01: Project Administration

The City will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the City. Costs for this task will not exceed 5% of the grant award amount.

#### Kick Off Meeting with Caltrans

The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

#### Quarterly Progress Reports

The City, with support from the CivicWell, will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

#### Invoicing

The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
<ul style="list-style-type: none"><li>• Notes from the kick-off meeting with Caltrans</li><li>• Quarterly Progress Reports</li><li>• Quarterly invoice packages</li></ul>



### Task 02: Consultant Procurement and Contracting

The City will prepare an agreement to secure the services of the CivicWell, the sub-applicant on this project. The CivicWell is the nonprofit organization that will be assisting with the project. The City will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement and contracting procedures established by Caltrans for these projects. The RFP will be posted on the City's web page and will be sent to firms in California with expertise in active transportation, traffic engineering, transportation planning and urban design.

Consultants will be given four or more weeks to submit proposals. Once received, City staff will assemble a review panel that includes City and CivicWell staff and selected stakeholders. If the panel deems it necessary, in-person or videoconference interviews will be held with the top candidates. Once a consultant team has been chosen, the City will prepare a contract. Once a contract is in place, City and CivicWell staff will hold a kickoff meeting and site visit with the consultant.

Task Deliverables
<ul style="list-style-type: none"><li>• Copy of the agreement between the CivicWell and the City</li><li>• Copy of the Request for Proposals for Consultant</li><li>• Copy of the contract between the consultant and the City</li><li>• Meeting notes from the project kick-off with consultant and CivicWell</li></ul>



### **Task 1: Community Outreach**

The City, with support from CivicWell, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task are described below.

#### **Assemble Contact Management Database**

CivicWell, with support from the City, will assemble and maintain a stakeholder contact list that includes leaders, officials and staff from Isleton, Sacramento County, Sacramento Area Council of Governments (SACOG), Caltrans, Delta Conservancy, Delta Chambers and Visitors Bureau, historic and cultural preservation groups, school district, businesses and business organizations, community organizations and advocacy groups. The list will also include neighborhood leaders and residents, property owners, and other interest groups that reflect the demographics and perspectives of the community. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities.

#### **Assemble Outreach Advisory Group**

CivicWell and the City will establish a community and stakeholder outreach advisory group of approximately 8-12 individuals for project guidance. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for framing and communication and for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

#### **Outreach Advisory Group Meetings**

The Outreach Advisory Group is expected to meet on at least three occasions during the course of the project, with the possibility of additional meetings as needed. In the event that Covid-19 restrictions are still in place, the meetings will be held in accommodations that meet social distancing requirements or through an online video meeting platform.

- The first meeting is anticipated approximately 3 to 4 months in advance of core community engagement events. Agenda topics will include: key issues to address in the plan, problem and opportunity areas to study, locations with the greatest safety and access challenges, scheduling, platforms and venues for events and activities, key stakeholders to target for consultation and engagement, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on a review with feedback of existing conditions prepared by the consultant team and outreach and planning for engagement events.
- The third meeting is anticipated approximately two months following the community design charrette events described under Task 3 below to review proposed concepts developed during and after the engagement events and provide further direction for the consultant team prior to development of refined concepts for public review.

#### **Produce and Distribute Outreach Materials**

CivicWell will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** CivicWell will produce digital and printed flyers and posters publicizing events for community-wide distribution. Materials will be produced in English, Spanish and other languages as needed.
- **Distribute.** Advisory group members, Isleton Chamber of Commerce, Library, Post Office, Elementary School, Fire Department, museums, businesses and civic organizations will be asked to provide, display and distribute flyers and information about the engagement events through their networks and at meetings and festivals. Isleton Elementary School will be asked to send announcements and flyers home with their students and/or publicize events through phone and email outreach methods. Main Street businesses will be asked to display announcements, signs and posters at prominent locations.
- **Media.** Announcements and press releases will be distributed to local and regional media. CivicWell staff will also work with the City and advisory group members to identify social media platforms that residents use. The City will work with the Chamber, businesses and civic groups on setting up signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City web site, and events will be publicized on social media platforms.

<b>Task Deliverables</b>
<ul style="list-style-type: none"><li>• List of stakeholders</li><li>• List of Advisory Group members</li><li>• Notes from Advisory Group meetings</li><li>• Copies of outreach materials</li><li>• Summary of outreach materials distribution</li></ul>



#### **Task 2: Existing Conditions**



### **Inventory of Policies, Plans, Projects and Programs**

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, such as: Isleton General Plan Update documents, Isleton 2021-2029 Housing Element, City Zoning Ordinance and Historic Preservation Ordinance, City 10-Year Capital Improvement Program, Main Street Design Project Report (2021), Asian American Heritage Park Delta Heritage Area Initiative Feasibility Study (2020), SACOG 2020 MTP/SCS, 2015 SACOG Regional Bicycle, Pedestrian and Trails Master Plan, Sacramento County 2030 General Plan, Sacramento County Bicycle Master Plan (2011), Delta Plan (2013), Economic Sustainability Plan for the Sacramento-San Joaquin Delta, and Delta Tourism Awareness 5-Year Marketing Plan. CivicWell and the consultant will reach out and coordinate with the school district to document student safety, education, and encouragement needs, programs and initiatives. CivicWell staff will reach out to health agencies and organizations for community health data and to identify current healthy community advocacy and education initiatives that can help inform recommendations to improve safety and access in the downtown area.

### **Data Collection and Analysis**

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.), parking, delivery, drop off and pick up, emergency access and response and other essential Main Street and surrounding neighborhood functions. In addition, the consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design.
- Collection and assessment of available traffic volume and peak demand data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to evaluate conditions and activity for both motorized and non-motorized modes.
- Evaluate safety and collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.
- Inventory prominent land uses and destinations in the Historic District and surrounding neighborhood. The consultant will work with the City and community members to identify end-of-trip facilities, wayfinding, and adopted policies and practices serving to support and encourage active transportation travel and access for all modes.

### **Base Maps**

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents and stakeholders during engagement activities.

### **Existing Conditions Report**

The consultant will provide a report summarizing relevant policies, plans and initiatives, the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task Deliverables
<ul style="list-style-type: none"><li>• Data analysis</li><li>• Base maps</li><li>• Existing conditions report</li></ul>



### **Task 3: Community Engagement**

The community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of concepts and the final plan so that it reflects and advances the community's vision for the future. To support this goal, CivicWell will work closely with the City and advisory group to conduct an iterative series of activities to engage residents and stakeholders.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objectives and guiding principles for the plan while beginning to identify proposed design solutions. CivicWell will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage involvement of residents, and energize a process that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

#### **Project Website and Survey**

To complement the design charrette, the consultant team will work with the City and CivicWell to create a web page that residents can use to provide comments and ideas. The website will include an interactive map where residents can provide detailed comments and concerns about specific streets and intersections. The website will also direct residents to online surveys that they can fill out to provide comments and ideas. The project website will also be used to post updates on the planning effort as well as copies of the draft and final plans.

#### **Agenda Development and Logistics**

CivicWell, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and CivicWell, with help from the advisory group and co-hosts, will arrange facilities and food (in accord with grant guidelines for

eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

### **Community Design Charrette**

CivicWell, the City and consultant will organize a community design charrette over the course of 3 to 4 days. Language interpretation will be available if needed for non-English speaking participants. In the event that Covid-19 restrictions are still in place, the meetings and workshops will take place over a remote platform with scheduling, timing and spacing of events and activities determined in consultation with the advisory group. The draft schedule of activities will include:

- Small group stakeholder listening sessions (e.g., agencies, community service providers, youth, seniors, people with disabilities, businesses and property owners, and emergency responders) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length. In the event Covid-19 restrictions are still in place, the meetings will be conducted virtually using a remote platform such as Zoom with phone conferencing capability for those who do not have access to a computer or the internet.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design tables in which small groups work together to write and draw their ideas on aerial maps. In the event Covid-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing CivicWell's experience with interactive online collaborative tools such as Mural and Conceptboard.
- Facilitated walk audits to observe conditions and discuss solutions. In the event Covid-19 restrictions are still in place, the walks will be led by CivicWell and consultant team representatives with 3-5 participants so that they can remain properly distanced. Participants will wear masks at all times.
- Consultant team members will work for several days (ideally on-site at a makeshift studio) in intense production to develop preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event Covid-19 restrictions are still in place, the open studios will be conducted outdoors or virtually using an online interactive meeting platform.
- Review of concepts with City, Caltrans and other key agency staff.

### **Community Workshop on Full Draft Concepts**

Approximately three months following the charrette, CivicWell will organize and widely publicize a workshop or open studio (which can be conducted indoor or at an outdoor community space) where the consultant team will present to stakeholders and the community the full draft concepts and proposed improvements. Language interpretation will be available as needed for non-English speaking participants. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event Covid-19 restrictions are still in place, the

event will be conducted outdoor or remotely utilizing an online collaborative workshop platform.

#### **On-line Survey of Full Draft Concepts**

Recognizing that not all community members will be able to attend the events and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish (and other languages as required) allowing people to weigh in over the course of a longer period with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

<b>Task Deliverables</b>
<ul style="list-style-type: none"><li>• Agenda and presentations for Community Engagement Charrette</li><li>• Participant lists</li><li>• Summary with photos of community input received during charrette activities</li><li>• Agenda and presentation for draft concepts workshop</li><li>• Notes on community comments received during draft concepts workshop</li><li>• Survey results on draft concepts</li></ul>



#### **Task 4: Draft and Final Plan**

The final deliverable will be a plan for improving multi-modal transportation connectivity and access to and within Downtown Isleton. The report will include recommendations for the transportation network and will be graphically illustrated with drawings including sections, plan views, and detailed recommendations for public infrastructure improvements and adjacent properties, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects. The plan will also lend itself to revitalization efforts and investment programming with a section devoted to future funding strategies for implementation. By enabling and encouraging more Isleton residents and visitors to walk, bike and take transit, the plan will make more efficient use of the existing transportation system and at the same time reduce emissions from motor vehicles that impact the climate and community health.

Increased access and transportation related amenities in the downtown will also support economic development by attracting visitors, encouraging business retention and expansion, and improving conditions for infill development. Safety, security and mobility will be enhanced by redesigning street sections, repurposing unnecessary pavement, fixing challenging intersections, and addressing circulation and access to help bicyclists ride along the street and to help pedestrians – especially youth, elderly and individuals with disabilities or mobility challenges – walk along or cross the street. More activity and eyes on the street will help improve personal security as well.

### **Develop and Refine Design Alternatives**

The consultant will refine and complete products from the charrette. Approximately 2 to 3 months following the charrette, the consultant and CivicWell will review the public input, recommendations and plan concepts with the City, key agency staff and the advisory group. A community workshop and online survey on the full draft concepts as described under Task 3 will follow. Feedback will guide development of final design concepts for Main Street and a coordinated transportation and land use strategy connecting the Historic District, River Road commercial development and Sacramento River waterfront.

### **Develop Implementation Plan**

The consultant, working closely with the City, CivicWell and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources. The plan will also identify steps for securing additional funds necessary for implementation. It will include local, regional, state, and federal sources, and cover a variety of types including transportation infrastructure and amenities, air quality, water quality, parks, health, economic development and climate adaptation. The funding list will include public and private sources and details on what each funding source can address such as capital improvements, feasibility analysis, environmental review, right-of-way acquisition, engineering design and construction documents, programs, maintenance and operations.

### **Prepare and Distribute Full Draft Plan**

The consultant will incorporate the results of prior tasks to produce the full draft plan. CivicWell will prepare a section summarizing the public process and community input for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The City and CivicWell will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at the Library), access and submission of comments. The plan will include a summary of next steps towards implementation and will credit Caltrans on the title page.

Task Deliverables
<ul style="list-style-type: none"><li>• Draft and final design concepts</li><li>• Draft and final implementation plan with funding strategy</li><li>• Full draft plan for administrative review</li><li>• Full draft pan for public review</li><li>• Draft final plan</li></ul>

## **Task 5: City Council Review and Approval**

### **Final Plan Adoption**

Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and CivicWell will present the plan to the City Council for adoption. The consultant will make final adjustments, corrections and refinements, and submit the final document to the

City. The City will submit an ADA accessible electronic copy of the final document to Caltrans. In the months that follow, the City will commence next steps, including support of short-term quick build improvements with activists, nonprofits, business and private property owners and preparation of proposals to fund engineering plans and construction as identified in the implementation plan contained in the final document.

<b>Task Deliverables</b>
<ul style="list-style-type: none"><li>• City Council agenda and staff report</li><li>• Final plan</li><li>• Meeting minutes with City Council approval</li></ul>



California Department of Transportation  
**Sustainable Transportation Planning Grant Program**  
**COST AND SCHEDULE**

**Grant Category** Sustainable Communities Competitive  
**Grant Fiscal Year** FY 22/23  
**Project Title** Isleton Main Street Design and Revitalization Plan  
**Organization** City of Isleton

Task #	Task Title	Grant Amount*	Estimated Total Cash Match*	Estimated Local Fund Match*	Estimated Total Project Cost*	FY 2022-23												FY 2023-24												FY 2024-25												
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M		
01	Project Administration <small>(no more than 5% of total grant funds)</small>	\$6,276	\$813	\$0	\$7,089																																					
02	Consultant Procurement and Contracting	\$8,160	\$1,057	\$0	\$9,217																																					
1	Community Outreach	\$24,740	\$3,205	\$0	\$27,945																																					
2	Existing Conditions	\$32,686	\$4,235	\$0	\$36,921																																					
3	Community Engagement	\$49,822	\$6,455	\$0	\$56,277																																					
4	Draft and Final Plan	\$76,620	\$9,927	\$0	\$86,547																																					
5	City Council Review/Approval	\$14,484	\$1,877	\$0	\$16,361																																					
Totals		\$212,788	\$27,569	\$0	\$240,357																																					

\* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.

Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☒ No If yes, what is the estimated indirect cost rate? \_\_\_\_\_

Does your agency plan to use the Tabular Match approach for invoicing purposes? ☐ Yes ☒ No



# City of Isleton

## City Council Staff Report

DATE: October 11, 2022

ITEM#: 8.D

CATEGORY: New Business

### **STATE OF CALIFORNIA, CALIFORNIA ENERGY COMMISSION - CALIFORNIA AUTOMATED PERMIT PROCESSING (CALAPP) PROGRAM GRANT AGREEMENT FOR ONLINE SOLAR PERMITTING; APPROVE**

#### **SUMMARY**

On August 31<sup>st</sup>, 2022 the City received award notice for the California Automated Permit Processing (CALAPP) Program Grant for \$40,000. The purpose of the grant is to provide funding for local agencies on to establish online, automated solar permitting. Senate Bill 129 (Skinner, Budget Act of 2021) appropriates \$20 million to support a funding program for this purpose.

#### **DISCUSSION**

Funding is intended to promote the development of residential solar systems, greatly decreasing approval times, cutting permitting costs for local governments and homeowners, and help California meet its greenhouse gas emission reduction goals through an easier installation process.

Staff requests City Council approve the contract and adopt the listed online platform site (SolarAPP+) that was selected on the application. SolarAPP+ automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations. Using another online platform site would cost the City time and unknown costs.

The grant covers: Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform, ongoing third-party or consultant time associated directly with adoption and maintenance of the platform and submission costs.

The estimated project timeline would be to start implementing project in January 2023, installation and staff training by March 2023.

#### **FISCAL IMPACT**

City will be reimbursed up to \$40,000 for expenses. There is no cost to the City.

#### **RECOMMENDATION**

It is recommended that the City Council approve California Energy Commission grant agreement with the California Energy Commission for online solar permitting.

## ATTACHMENT

1. State of California, California Energy Commission Grant Contract
2. Exhibit B, California Automated Permit Processing (CalAPP) Program Terms & Conditions

Written by: Diana O'Brien

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk



RECIPIENT <b>City of Isleton</b>	AGREEMENT NUMBER <b>APP-22-023</b>
ADDRESS <b>101 2<sup>nd</sup> Street Isleton, CA 95641</b>	AGREEMENT TERM <b>08/31/2022 to 5/31/2027</b> The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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.

**Exhibit A – Application with Scope of Work**  
**Exhibit B – APP General Terms and Conditions**  
**Exhibit C – Contact List**

Page(s): 4  
Page(s): 5  
Page(s): 1

REIMBURSABLE AMOUNT <b>\$ 40,000</b>
MINIMUM MATCH SHARE REQUIRED <b>\$ 0</b>
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH <b>\$ 40,000</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME <b>Adrienne Winuk</b>		NAME	
TITLE <b>Contracts, Grants, and Loans Office Manager</b>		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS <b>715 P Street, MS 18, Sacramento, CA 95814</b>			





**Exhibit B**  
**California Automated Permit Processing (CalAPP) Program**  
**Terms and Conditions**

**1. Background and Authority for this Grant**

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

**2. Documents Incorporated by Reference and Priority**

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 21-402.
- B. Recipient's application to CalAPP.

As between the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

**3. Budget, Invoices, and Payments**

- a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

- c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- d) Unallowable costs include:
  - Software not related to the adoption of a qualifying online, automated permitting platform.
  - Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.

- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

#### **4. Certification**

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

#### **5. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

#### **6. Drug-Free Workplace Certification**

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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

- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

#### **7. Americans With Disabilities Act**

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

#### **8. Accounting and Audit**

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, 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. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient 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, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

#### **9. Public Works**

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing

wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

#### **10. Intellectual Property**

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

#### **11. Amendment**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

#### **12. Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

#### **13. Independent Capacity**

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

#### **14. Severability**

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

#### **15. Waiver**

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

#### **16. Access to Sites and Records**

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

#### **17. Termination Without Cause**

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

#### **18. Third-Party Beneficiary**

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

#### **19. Survival of Terms**

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

