

City of Isleton

City Council
Staff Report

DATE: July 11, 2023

ITEM#: 4.A

CATEGORY: Communication

ISLETON LETTER TO SACRAMENTO TRANSPORTATION AUTHORITY, DATED JULY 7, 2023

SUBJECT:

Isleton letter to Sacramento Transportation Authority, dated July 7, 2023.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

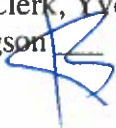
City Council receive communication.

ATTACHMENTS

- Isleton Letter to Sacramento Transportation Authority, dated July 7, 2023.

Prepared and Submitted by: Deputy City Clerk, Yvonne Zepeda _____

Reviewed by: City Manager, Charles Bergson _____





City of Isleton

101 Second Street

P.O. Box 716
Tel: 916-777-7770

Isleton, California 95641

07 July 2023

Chair Rich Desmond and Vice-Chair Eric Guerra
Sacramento Transportation Authority Board of Directors
801 12th Street, Fifth Floor
Sacramento, California 95814

Re: Sacramento Transportation Authority, Resolution 2003-1182,
Composition of the Governing Body; cities of Isleton and Galt

Chair Desmond, Vice-Chair Guerra and Honorable Members of the Board,

By way of this letter the City Council of the City of Isleton informs the Sacramento Transportation Authority that the Isleton/Galt representation set forth in the Authority's Resolution 2003-1182, Revising the Composition of the Governing Board of the Sacramento Transportation Authority, is unfulfilled. There is not a Council person or other elected official serving at the "concurrent pleasure of the City Councils of the Cities of Galt and Isleton" as presented in Section 2 (a)(3) of this Resolution. The City of Isleton requests that the Board resolve this issue of representation.

The City of Isleton does convey its agreement in principle with the city of Galt's June 21, 2023 letter proposing two-year alternating seats (letter attached). Isleton recommends this alternating term of service with Isleton serving the initial term beginning December 2023.

The Boards consideration of this request is appreciated. Should there be any question, please contact this office.

Respectfully,

PAM BULAHAN, Mayor
City of Isleton



Office of the City Manager
380 Civic Drive
Galt, CA 95632
209.366.7130
www.cityofgalt.org

June 21, 2023

Mayor Bulahan, Members of the Isleton City Council,
Charles Bergson, City Manager
City of Isleton
101 2nd Street
Isleton, CA 95641

RE: Sacramento Transportation Authority (STA) Governing Body

Honorable City Council and Mr. Bergson,

We are in receipt of your letter dated May 19, 2023. Thank you for bringing this issue to our attention. In response, I propose that the cities alternate use of the STA position on a two year basis to coincide with the state election cycle. Terms to begin January of the first year, running through December of the second year. See the following proposed schedule:

Years	Designated Representative City
2023-2024	Galt
2025-2026	Isleton
2027-2028	Galt
2029-2030	Isleton
2031-2032	Galt
2033-2034	Isleton
2035-2036	Galt
2037-2038	Isleton
2039-2040	Galt

Additionally, I propose that if a Council does not have a member available for that City's term, the alternating City shall appoint one of the alternating City's Council members. Lastly, I propose that each of our Councils approve the schedule in advance to eliminate the necessity of Council concurrence on a biannual basis. I'm available to discuss further. Please let me know if you concur.

Sincerely,

Lorenzo Hines Jr., ICMA-CM, MBA, CPA
City Manager, City of Galt

cc: Galt City Council
Kevin Bewsey PE, Executive Director, Sacramento Transportation Authority



City of Isleton

101 Second Street

P.O. Box 716
Tel: 916-777-7770

Isleton, California 95641

07 July 2023

Chair Rich Desmond and Vice-Chair Eric Guerra
Sacramento Transportation Authority Board of Directors
801 12th Street, Fifth Floor
Sacramento, California 95814

Re: Sacramento Transportation Authority, Resolution 2003-1182, Board Seat
Composition of the Governing Body; cities of Isleton and Galt

Chair Desmond, Vice-Chair Guerra and Honorable Members of the Board,

The City Council of the City of Isleton requests the establishment of a permanent seat on the Sacramento Transportation Authority Board. The reasons for this request are presented below.

- a) The City is located between State Route 160 and State Route 12 supporting the residents and visitors to the California Delta and the commuting traffic between the San Francisco Bay area Sacramento through traffic,
- b) Truck routes along and between these two State Routes adversely affect the City's transportation and traffic facilities,
- c) Isleton endures traffic impacts and patterns of a municipality approximating a city the size of 30,000 population,
- d) Isleton is the business hub of the Delta and a destination for touring and visitors to the California Delta and for the inhabitants of the Delta. This traffic contributes to significant wear and deterioration of Isleton traffic and transportation infrastructure.

The Board's consideration of this request is appreciated. Should there be any questions, please contact this office.

Respectfully,

PAM BULAHAN, Mayor
City of Isleton

City of Isleton

City Council Staff Report

DATE: July 11, 2023

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 27, 2023.

SUMMARY

A. Review of the Regular City Council Meeting minutes of June 27, 2023.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

A. City Council review and approve the draft minutes of the Regular City Council meeting of June 27, 2023.

ATTACHMENTS

- Minutes of the Regular City Council Meeting of June 27, 2023.

Reviewed by: Charles Bergson, City Manager __

Prepared and Submitted by: Yvonne Zepeda, Deputy City Clerk __

CITY OF ISLETON

City Council Meeting Minutes

Tuesday, June 27, 2023 at 6:30pm

208 Jackson Boulevard

Isleton, California 95641

You can call in to join our public meeting

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

Join Zoom Meeting

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

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order at 6:30pm.
- B. Pledge of Allegiance
- C. Roll Call: PRESENT: Councilmember’s Kelly Hutson, Iva Walton, David Kent, Vice Mayor Paul Steele, Mayor Pamela Bulahan.
- D. Recognition of Councilmember Service. Tabled.

2. AGENDA CHANGES OR DELETIONS

ACTION: None.

3. PUBLIC COMMENT

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

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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.

scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered.

ACTION: Councilmember David Kent wanted to thank Paul Steele, Council and the event coordinator. I don't want to have the same experience as every resident. The Crawdad is our emblem and our Motto. 1. How our residents are and 2. Plan your festival-expand your land use.

4. COMMUNICATION

A. Letters regarding the Crawdad Festival.

ACTION: Two letter received regarding crawdad festival-Isleton Chamber and Georgia DeMesa.

5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council meeting of June 13, 2023.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council meeting of June 13, 2023.

ACTION: Councilmember Iva Walton motion to approve draft minutes of the Regular City Council meeting on June 13, 2023. Councilmember Kelly Hutson second the motion. **AYES:** Councilmember's Kelly Hutson, Iva Walton, David Kent, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

6. PUBLIC HEARING

A. **SUBJECT:** None.

7. OLD BUSINESS

A. **SUBJECT:** Presentation by Sacramento-Yolo Mosquito & Vector Control District.

RECOMMENDATION: To receive Sacramento-Yolo Mosquito & Vector Control District presentation.

ACTION: Gary Goodman from Sacramento-Yolo Mosquito & Vector Control District gave presentation, regarding mosquitos and west Nile virus, chicken virus, dengue fever and California Health & Safety Code of 1915.

B. **SUBJECT:** City of Isleton Crawdad Festival.

RECOMMENDATION: Report on the Isleton Crawdad Festival event.

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ACTION: Vice Mayor Paul Steele said, we had good vendors and there is room for improvement. We need this just like what Councilmember Kent said. City Hall was getting calls on it. We are going to have a debriefing on what we did right or wrong Public – Jackie Jones manager at River Storage, the Fire Department was helpful on getting the people parking off site. I know you included main street and workers had no access. H and 160- I lost hours had to close early. Jean Y. thank Goldstein family and Jamie. It's tough and expensive. We have 7 years under our belt. A lot of things need fixed. I'm concerned miss information on where crowdads came from. They come from Louisiana. It was 200k to 500k a festival, very expensive to give free tickets. You have to recoup the cost. McBoodery sold out, Wimpy's, Fosters busiest day they had, Lock was busy. Crowd was good, no violence, no drunkenness. Joe Kessner said he did not get to go and I'm glad it was a success. One issue is end of town-people parking in residential parking. It was promised it wouldn't happen. Paul did a fantastic job. Hopefully they bring it back. The Meadows was a private parking lot. We did not advertise and parking sign on Meadows lot. I'm just a volunteer out there. Sheryle Vott who was on the go carts? One-way street coming one way and never slowed down, that is uncalled for. Tania Yandow-Host needs to converse with the city. Common courtesy, parking bad and free for all for everybody. We received a letter from code enforcement on garbage. We had our stuff blocked off. It was the guys in orange and was rude and loud. If a bill we will split with the city. That was your people. David Kent-CEO categorize our codes and event. Eye sore, you don't bother residents. Chuck Bergson- Wasn't related to the festival. It was just a notice, no fine. Sebastian M.- It was a good festival. Feedback for organizer. I know they did do their best. Those buildings should contribute. Overall it was great for selling the right thing. I think the city lost money, Fire Dept., Chuck Bergson and Yvonne Zepeda. This year they got off cheap. Get all your fees together and go from there. Great job. Michelle B. do we know how many attended? 50-60k? both days and what time of day? It got full Saturday patrol people turned people away. Mark Yandow River Storage, ADA non exempted, that lot is not ADA approved. After four people walk around fence. Jessica Becerra alcohol sales, as one day we were allowed to sale alcohol and the other day we were not? I don't understand why? We have ABC license. MIB took alcohol away from paying customers and that was uncalled for. Can't consume on main street and that is on customer. Mandy Elder-good festival, things need fixed. I brought the financials from 2006-2007-3-day event. Melanie Reynold- loop area- any help needed, more than happy to help. Cara P. I appreciate most of the positive, huge event, vast majority quite well. Only comment to consider for folks the ability to

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come back and in. I appreciate all the hard work Paul did. Andrew- First time having crawdad festival, huge success. A and 4th a lot of traffic and I assisted and orange shirts was losing patience, so my son and I and Claudia directed traffic and cones to Jackson site. Volunteer to be part of the solution. I'm a FEMA emergency management, project manager and worked garlic fair also paramedic. Closed.

- C. SUBJECT:** Approving Renewal of the Sacramento Housing and Redevelopment Agency (SHRA) Cooperation Agreement for Community Development Block Grant (CDBG) Years 2024, 2025 and 2026

RECOMMENDATION: It is recommended that the City Council approve Resolution 25-23 renewing the Sacramento Housing and Redevelopment Agency Cooperation Agreement for Community Development Block Grant Years 2024, 2025, and 2026.

ACTION: Councilmember Paul Steele motion to approve Resolution 25-23 renewing the Sacramento Housing and Redevelopment Agency Cooperation Agreement for Community Development Block Grant Years 2024, 2025, and 2026. Councilmember Kelly Hutson second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

- D. SUBJECT:** Resolution No. 11-23 Adopting List of Projects for Fiscal Year 2023-2024 Funded by SB1 Road Repair and Accountability Act of 2017.

RECOMMENDATION: That City Council approve Resolution No. 11-23, adopting a List of Projects for Fiscal Year 2023-2024 Funded by SB1 the Road Repair and Accountability Act of 2017.

ACTION: Councilmember Paul Steele motion to approve Resolution No. 11-23, adopting a List of Projects for Fiscal Year 2023-2024 Funded by SB1 the Road Repair and Accountability Act of 2017. Councilmember Iva Walton second the motion. AYES: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. NOES: None. ABSTAIN: None. ABSENT: None. PASSED 5-0.

- E. SUBJECT:** City Budget Fiscal Year 23/24, Presentation of Draft Budget.

RECOMMENDATION: To receive the City of Isleton Budget for Fiscal Year 2023-2024 and set a date for a public hearing.

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ACTION: Councilmember Paul Steele to receive the City of Isleton Budget for Fiscal Year 2023-2024 and set a date for a public hearing. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

8. NEW BUSINESS

- A. SUBJECT:** Sacramento Transportation Authority Board of Directors Appointment.

RECOMMENDATION: It is recommended that the City Council a) propose a two-year term for the Sacramento Transportation Authority Board of Director Isleton/Galt Seat with Isleton serving three years in the initial term, and b) that the Council Direct Staff to request permanent representation on the Sacramento Transportation Authority Board of Directors.

ACTION: City Manager stated we have not held a seat on the board for 10 years. Board said, no one informed us. City send letter to Galt and inform Gavin Newsom.

- B. SUBJECT:** Fourth of July 2023 BBQ at Wilson Ball Park, encroachment permit.

RECOMMENDATION: It is recommended that City Council waive fees for Fourth of July 2023 BBQ at Wilson Ball Park.

ACTION: Councilmember Kelly Hutson motion that City Council waive fees for Fourth of July 2023 BBQ at Wilson Ball Park. Councilmember David Kent second the motion. **AYES:** Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan. **NOES:** None. **ABSTAIN:** None. **ABSENT:** None. **PASSED 5-0.**

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A.** Councilmember Kelly Hutson- Crawdad vendor 3-hour wait. Need to iron out a few things in regards to Crawdad Festival.
- B.** Councilmember David Kent-Cal-Cities round table, complaining and drifting from their agenda. SACOG in Folsom and rewarding.
- C.** Councilmember Iva Walton-Crawdad was a success. Staff meeting and Cal Am Water seem committed to work with us. Nicole did offer support.
- D.** Vice Mayor Paul Steele-Call from Aguilar, 160-Cal Trans-Peters place counting cars. Was supposed to count cars last Friday and get back to me. Bid for Wilson Ball Park in-next meeting and we have 11 months before it goes away. Skate Park not sure we

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- have enough room. July 6, 2023 Senator Dodd will be here at Peters then City Manager, Bing Kong Tong Bldg. and a departure at Mei Wah Beer Room. 10:45am.
- E. Mayor Pamela Bulahan-SACOG meeting. Crawdad was cheering, county fair, Folsom blue print work shop and recruit students. YOLO is part of SACOG recruit students from there. I did not see any ATM's at the crawdad festival.

10. STAFF GENERAL REPORTS AND DISCUSSION

- A. City Manager Report – Fishing Pier was open. Ponds and sewer okay. Waiting to get reimbursement.
- B. Fire Chief Report – Thank you Councilmember Paul Steele-uneventful. 7 transports, calls, safest Crawdad we had. We applied for an oil spill grant. Bargaining chip for lowering the doc. 35k set up, just have it update in house.
- C. Planning Commission – Michelle Burke Del Rio noting on what is current code or suggested code. What if new people want to change the rules? We need to be able to talk about our rules. Basically need a vote when PC ask to do something-staff do it?
- D. Code Enforcement- None.
- E. Future Agenda Items – None.

11. CLOSED SESSION

11.1 None.

12. ADJOURNMENT

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

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City of Isleton

City Council Staff Report

DATE: July 11, 2023

ITEM#: 6.A

CATEGORY: Public Hearings

RESOLUTION NO. 22-23 OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF ISLETON VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 FOR FISCAL YEAR 2023-2024 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 OF THE CALIFORNIA STREETS AND HIGHWAY CODE.

BACKGROUND

Village on the Delta Landscaping and Lighting Assessment District (LLAD) was created in 2007 as a means to provide the maintenance for the landscaping and lighting for the Village on the Delta development. The assessments began in 2017. Assessments and costs are reviewed annually.

At its June 13, 2023 meeting the City Council initiated assessment proceedings, declared its intent to levy and collect annual assessments, preliminarily approved the Engineer's Report, and set the time and date of the public hearing as July 11, 2023 for the subject Landscaping and Lighting District.

DISCUSSION

The degree of landscaping and required maintenance varies for different areas of the development, this year's assessment continues the split between East and West assessment rates. The fourteen (14) Western-most properties with more landscaping will be assessed \$456.04 per lot. The four (4) Eastern properties will be charged \$288.88. Vacant/Empty lots will levied \$106.02. The vacant lot assessment has been reduced based on actual costs.

FISCAL IMPACT

This assessment will generate the funds necessary to landscape and light the Village on the Delta development by properly assessing the properties and allocating the appropriate funds. The level of revenue to be generated for the upcoming fiscal year is approximately \$16,000. The US Department of Labor 2023 Consumer Price Index for the past twelve months, Western Region is up 4.5% from a year ago.

Annual Assessment	FY 23	FY 24
West 14 lots	\$438.83	\$456.04
East 4 lots	\$286.46	\$288.88
Vacant/empty	\$242.61	\$106.02

RECOMMENDATION

It is recommended that the City Council adopt Resolution 22-23, confirming the levy and collection of assessments for the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 for Fiscal year 2023-24 Pursuant to the Provisions of the Landscaping and Lighting Act of 1972 of the California Streets and Highway Code.

Prepared by Charles Bergson, City Manager
Submitted by Yvonne Zepeda, Deputy City Clerk

ATTACHMENT

1. City of Isleton Resolution 22-23

RESOLUTION NO. 22-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF ISLETON VILLAGE ON THE DELTA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2007-1 FOR FISCAL YEAR 2023-2024 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 OF THE CALIFORNIA STREETS AND HIGHWAY CODE.

(Pursuant to the Landscaping & Lighting Act of 1972)

WHEREAS, the City Council intends to levy and collect assessments within the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2023-24 and land to be assessed is located in the City of Isleton, Sacramento County; and

WHEREAS, the annual Engineer's Report is filed outlining the proposed budgets, the description of the proposed improvements and/or changes, the boundaries of the assessment district, any zones therein and the proposed assessments upon assessable lots and parcels within the assessment district as required by the Landscape and Lighting Act of 1972; and

WHEREAS, each year the City Council has adopted a resolution confirming diagrams and assessment, and ordering levy of the assessment in the Assessment District for that fiscal year (Resolution No.2017-12 and 2017-14); and,

WHEREAS, the components and the operation and maintenance to be made to the improvements for the upcoming fiscal year 2023-24 in LLAD 2007-1 are generally described as follows: landscaping in the public rights-of-way and public landscape easements between the property and State Route 160, adjacent to the Village on the Delta, landscaping in the public rights-of-way and public easements between the property and Sixth Street, a share of public park maintenance costs for parks serving the development including two basin parks along Sixth Street, maintenance of public street lights along and within the boundaries of the Village on the Delta, and maintenance of the storm water lift station and associated elements; and

WHEREAS, the City's levy of an annual assessment at the prior year's rate in the Assessment District is not subject to the specific procedural requirements under California Constitution, article 13D, section 4, and complies with those provided in Streets and Highways Code sections 22620 through 22631, and Government Code sections 53753; and,

WHEREAS, all interested persons are referred to the Engineer's Report for a full and detailed description of the improvement, the proposed operation and maintenance costs, the boundaries of the LLAD and the proposed assessments upon assessable lots and parcels of land within the LLAD; and

WHEREAS, for Fiscal Year 2023-24, the annual assessment per East residential equivalent dwelling unit is \$288.88, per West residential equivalent dwelling unit \$456.04, per vacant lot \$106.02, per empty lot \$106.02 and the annual assessment per live/work unit is no longer assessed; and

WHEREAS, that the Isleton City Clerk gave the Notice of Hearing as required by the Landscaping and Lighting Act of 1972 for said public hearing; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Isleton hereby notices the intention to levy and collect the annual assessments with the City of Isleton Village on the Delta Landscaping and Lighting Assessment District No. 2007-1 during the Fiscal Year 2023-24; and

BE IT FURTHER RESOLVED that in order to take inflation into account, the City Council approves the allowance for an annual increase to estimated assessments in accordance with the annual Consumer Price Index as applied to the San Francisco-Oakland-San Jose county Area for All Urban Consumers as developed by the United States Bureau of Labor Statistics for a similar period of time;

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to Section 22610 and 22620 et al of the California Streets and Highway Code.

PASSED, APPROVED, AND ADOPTED this 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda

EXHIBIT A

LIST OF PROPERTY OWNERS

CITY OF ISLETON
 Village on the Delta
 Landscaping and Lighting Assessment District No. 27071

Assessment District No.	Assessor's Parcel No.	Property Owner's Name	
1	157-0261-001	DEL VALLE CAPITAL CORP INC	AV
2	157-0261-002	DEL VALLE CAPITAL CORP INC	AV
3	157-0261-003	DEL VALLE CAPITAL CORP INC	AV
4	157-0261-004	DEL VALLE CAPITAL CORP INC	AV
5	157-0261-005	DEL VALLE CAPITAL CORP INC	AV
6	157-0261-006	DEL VALLE CAPITAL CORP INC	AV
7	157-0261-007	DEL VALLE CAPITAL CORP INC	AV
8	157-0261-008	DEL VALLE CAPITAL CORP INC	AV
9	157-0261-009	DEL VALLE CAPITAL CORP INC	AV
10	157-0261-010	DEL VALLE CAPITAL CORP INC	AV
11	157-0261-011	DEL VALLE CAPITAL CORP INC	AV
12	157-0261-012	DEL VALLE CAPITAL CORP INC	AV
13	157-0261-013	DEL VALLE CAPITAL CORP INC	AV
14	157-0261-014	DEL VALLE CAPITAL CORP INC	AV
15	157-0261-015	DEL VALLE CAPITAL CORP INC	AV
16	157-0261-016	DEL VALLE CAPITAL CORP INC	AV
17	157-0261-017	DEL VALLE CAPITAL CORP INC	AV
18	157-0261-018	DEL VALLE CAPITAL CORP INC	AV
19	157-0261-019	DEL VALLE CAPITAL CORP INC	AV
20	157-0261-020	DEL VALLE CAPITAL CORP INC	AV
21	157-0261-021	DEL VALLE CAPITAL CORP INC	AV
22	157-0261-022	DEL VALLE CAPITAL CORP INC	AV
23	157-0261-023	DEL VALLE CAPITAL CORP INC	AV
24	157-0261-024	DEL VALLE CAPITAL CORP INC	AV
25	157-0261-025	DEL VALLE CAPITAL CORP INC	AV
26	157-0261-026	DEL VALLE CAPITAL CORP INC	AV
27	157-0261-027	DEL VALLE CAPITAL CORP INC	AV
28	157-0261-028	DEL VALLE CAPITAL CORP INC	AV
29	157-0261-029	DEL VALLE CAPITAL CORP INC	AV
30	157-0261-030	DEL VALLE CAPITAL CORP INC	AV
31	157-0261-031	DEL VALLE CAPITAL CORP INC	AV
32	157-0261-032	DEL VALLE CAPITAL CORP INC	AV
33	157-0261-033	DEL VALLE CAPITAL CORP INC	AV
34	157-0261-034	DEL VALLE CAPITAL CORP INC	AV
35	157-0261-035	DEL VALLE CAPITAL CORP INC	AV
36	157-0270-001	DEL VALLE CAPITAL CORP INC	AV
37	157-0270-002	DEL VALLE CAPITAL CORP INC	AV
38	157-0270-003	DEL VALLE CAPITAL CORP INC	AV
39	157-0270-004	DEL VALLE CAPITAL CORP INC	AV
40	157-0270-005	DEL VALLE CAPITAL CORP INC	AV
41	157-0270-006	DEL VALLE CAPITAL CORP INC	AV

Handwritten: 27071

Key LLAD lots
 A - Active
 E - Empty
 P - Public
 V - vacant

COPIED

Assessment Diagram No.	Assessor's Parcel No.	Property Owner's Name
42	157-0270-007	DEL VALLE CAPITAL CORP INC ✓
43	157-0270-008	DEL VALLE CAPITAL CORP INC ✓
44	157-0270-009	DEL VALLE CAPITAL CORP INC ✓
45	157-0270-010	DEL VALLE CAPITAL CORP INC ✓
46	157-0270-011	DEL VALLE CAPITAL CORP INC ✓
47	157-0270-012	DEL VALLE CAPITAL CORP INC ✓
48	157-0270-013	DEL VALLE CAPITAL CORP INC ✓
49	157-0270-014	DEL VALLE CAPITAL CORP INC ✓
50	157-0270-015	DEL VALLE CAPITAL CORP INC ✓
51	157-0270-016	DEL VALLE CAPITAL CORP INC ✓
52	157-0270-017	DEL VALLE CAPITAL CORP INC ✓
53	157-0270-018	DEL VALLE CAPITAL CORP INC ✓
54	157-0270-019	DEL VALLE CAPITAL CORP INC ✓
55	157-0270-020	DEL VALLE CAPITAL CORP INC ✓
56	157-0270-021	DEL VALLE CAPITAL CORP INC ✓
57	157-0270-022	DEL VALLE CAPITAL CORP INC ✓
58	157-0270-023	DEL VALLE CAPITAL CORP INC ✓
59	157-0270-024	DEL VALLE CAPITAL CORP INC ✓
60	157-0270-025	DEL VALLE CAPITAL CORP INC ✓
61	157-0270-026	DEL VALLE CAPITAL CORP INC ✓
62	157-0270-027	DEL VALLE CAPITAL CORP INC ✓
63	157-0270-028	DEL VALLE CAPITAL CORP INC ✓
64	157-0270-029	DEL VALLE CAPITAL CORP INC ✓
65	157-0270-030	DEL VALLE CAPITAL CORP INC ✓
66	157-0270-031	DEL VALLE CAPITAL CORP INC ✓
67	157-0270-032	DEL VALLE CAPITAL CORP INC ✓
68	157-0270-033	DEL VALLE CAPITAL CORP INC ✓
69	157-0270-034	DEL VALLE CAPITAL CORP INC ✓
70	157-0270-035	DEL VALLE CAPITAL CORP INC ✓
71	157-0270-036	DEL VALLE CAPITAL CORP INC ✓
72	157-0270-037	DEL VALLE CAPITAL CORP INC ✓
73	157-0270-038	DEL VALLE CAPITAL CORP INC ✓
74	157-0270-039	DEL VALLE CAPITAL CORP INC ✓
75	157-0270-040	DEL VALLE CAPITAL CORP INC ✓
76	157-0270-041	DEL VALLE CAPITAL CORP INC ✓
77	157-0270-042	DEL VALLE CAPITAL CORP INC ✓
78	157-0270-043	DEL VALLE CAPITAL CORP INC ✓
79	157-0270-044	DEL VALLE CAPITAL CORP INC ✓
80	157-0270-045	DEL VALLE CAPITAL CORP INC ✓
81	157-0270-046	DEL VALLE CAPITAL CORP INC ✓
82	157-0280-001	DEL VALLE CAPITAL CORP INC ✓
83	157-0280-002	CITY OF SIFTON ✓
84	157-0280-003	DEL VALLE CAPITAL CORP INC ✓
85	157-0280-004	DEL VALLE CAPITAL CORP INC ✓
86	157-0280-005	DEL VALLE CAPITAL CORP INC ✓
87	157-0280-006	DEL VALLE CAPITAL CORP INC ✓
88	157-0280-007	DEL VALLE CAPITAL CORP INC ✓
89	157-0280-008	DEL VALLE CAPITAL CORP INC ✓
90	157-0280-009	DEL VALLE CAPITAL CORP INC ✓
91	157-0280-010	DEL VALLE CAPITAL CORP INC ✓
92	157-0280-011	DEL VALLE CAPITAL CORP INC ✓
93	157-0270-042	DEL VALLE CAPITAL CORP INC ✓

DEL VALLE

DEL VALLE

ADD

Assessment Diagram No	Assessor's Parcel No	Property Owner's Name
94	157-0270-043	DEL VALLE CAPITAL CORP INC
95	157-0040-071	DEL VALLE CAPITAL CORP INC
96	157-0043-004	DEL VALLE CAPITAL CORP INC
97	157-0040-006	DEL VALLE CAPITAL CORP INC
98	157-0040-043	DEL VALLE CAPITAL CORP INC
99	157-0043-044	DEL VALLE CAPITAL CORP INC
100	157-0040-076	DEL VALLE CAPITAL CORP INC
101	157-0040-078	DEL VALLE CAPITAL CORP INC
102	157-0040-021	DEL VALLE CAPITAL CORP INC
103	157-0040-030	DEL VALLE CAPITAL CORP INC
104	157-0040-010	DEL VALLE CAPITAL CORP INC

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City of Isleton

City Council Staff Report

DATE: July 11, 2023

ITEM#: 7.A

CATEGORY: Old Business

RESOLUTION NO. 26-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON INITIATING PROCEEDINGS FOR THE SACRAMENTO COUNTY LOCAL AGENCY FORMATION COMMISSION SPHERE OF INFLUENCE OF TERRITORY

SUMMARY

At the March 28, 2023, the City approved an Agreement with LAFCo to apply for a Municipal Service Review in preparation for a Sphere of Influence. Sacramento County Local Agency Formation Commission requires a resolution to commence this review.

DISCUSSION

This action is to pass a Resolution of application to initiate proceedings for the establishment of a Sphere of Influence. These proceedings will be undertaken by the Sacramento Local Agency Formation Commission for the Sphere of Influence of Territory.

It is recommended City Council approve Resolution No. 26-23.

FISCAL IMPACT

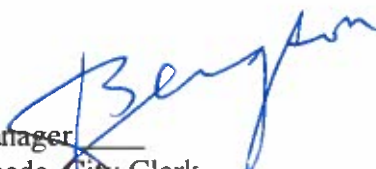
Estimated cost for this work is estimated to be \$30,000. SACOG planning funds will be used to cover these costs.

RECOMMENDATION

It is recommended City Council adopt Resolution No. 26-23, initiating proceedings to establish a Sphere of Influence.

ATTACHMENT

1. Resolution No. 26-23.
2. Proposed Sphere of Influence

Reviewed by: Charles Bergson, City Manager 
Submitted and prepared by: Yvonne Zepeda, City Clerk _____

RESOLUTION NO. 26-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON INITIATING PROCEEDINGS FOR THE SACRAMENTO COUNTY LOCAL AGENCY FORMATION COMMISSION SPHERE OF INFLUENCE OF TERRITORY

WHEREAS, the Sacramento Local Agency Formation Commission is the County wide Commission responsible to oversee boundaries changes of cities; and

WHEREAS, the Sacramento Local Agency Formation Commission ensures the orderly formation of local government agencies and create Municipal Service Review and update Sphere of Influence for local governmental jurisdictions.

WHEREAS, the City of Isleton desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for a change of organization that would Sphere of Influence territory into/from the City of Isleton; and

WHEREAS, this Sphere of Influence is being proposed upon a Resolution of Application to Initiate Proceedings for annexation filed by the City Council on behalf of the City of Isleton; and

WHEREAS, the boundaries of the proposed area are depicted on the corresponding map, Exhibit "A", for Sphere of Influence, which are incorporated herein by reference; and

WHEREAS, the City Council of the City of Isleton does hereby resolve and order as follow:

SECTION 1

- a. Application and proposal is hereby made to the Sacramento Local Agency Formation Commission for the Sphere of Influence as described in Exhibit A¹ of this Resolution No. 26-23.
- b. The reasons for this proposal are as follows:
 1. These areas are part of Isleton's current and future land use,
 2. These areas are relevant communities of interest to the city,
 3. the City presently serves as commerce & business district to these areas.
- c. The following are the affected agencies:
 1. Sacramento County, District 5

¹ Include a meets and bounds description of the territory and applicable map.

- d. Request is hereby respectfully made that proceeding be undertaken by the Sacramento Local Agency Formation Commission for the Sphere of Influence proposed herein.
- e. The clerk of this City of Isleton is hereby instructed to file a copy of this resolution with the Sacramento Local Agency Formation Commission.
- f. The City Council hereby designates City Manager as the authorized agent to prepare, complete, sign, clarify amend all application materials and answer and resolve any subsequent matters on behalf of the City of Isleton
- g. The City Council authorizes the payment of any or all fees associated with this resolution of application and other related matters that may need to be undertaken as a result of this application.

PASSED AND ADOPTED by the City Council of the City of Isleton this 11th day of July 2023, by the following vote:

Moved by: _____
 Seconded by: _____
 Ayes: _____

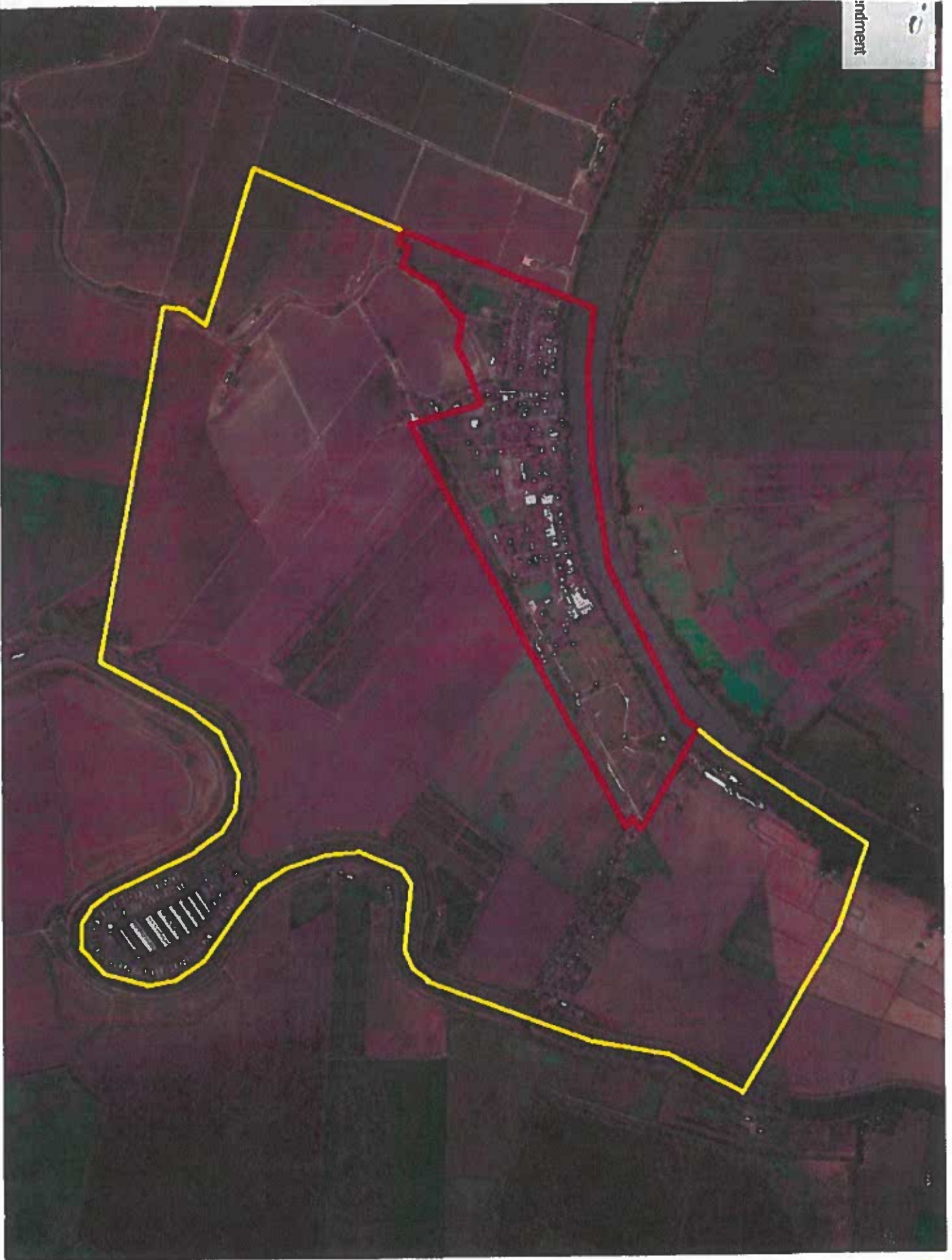
 Noes: _____
 Absent: _____
 Abstain: _____

MAYOR, Pamela Bulahan

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly introduced, passed, and adopted by the members of the City Council of the City of Isleton District in the County of Sacramento, on July 2023.

DEPUTY CITY CLERK, Yvonne Zepeda



ISLETON SOI EXHIBIT A

City of Isleton

DATE: July 11, 2023

City Council Staff Report

ITEM#: 7.B

CATEGORY: Old Business

CITY COUNCIL ACCEPT CONSOLIDATED ENGINEERING BID FOR THE WILSON PARK REHABILITATION PROJECT (CIP #24-02)

SUMMARY

Staff is recommending award of a construction contract for the rehabilitation of Wilson Park.

DISCUSSION

After two formal solicitations for construction post proposals, the City received no construction proposals. The City requested proposal form Consolidate Engineering of Copperopolis and received a proposal in the amount of \$592,560. Consolidated Engineering has completed capital projects for the City in the recent past.

The project budget is approximately \$250,000. As no responses were received during formal contract solicitations, direct negotiation for the contract was engaged pursuant to the City purchasing policy (Ord. 2021-002).

Consolidated Engineering was the only contractor to submit a bid. Staff has consulted with Consolidated Engineering to modify the scope of work to stay within budget. Removed from the scope of work are the baseball infield upgrade, the basketball court, parking lot pavement and landscaping. Also reduced is the size of the skate park from 4900 square feet to 2800 square feet, with no reduction in skate features.

WILSON PARK REHABILITATION, MODIFIED SCOPE OF WORK, based on original bid schedule

ITEM	DESCRIPTION	QTY	UNIT	TOTAL	COMMENTS
1	Mobilization, Demobilization and Final Cleanup	1	11,500	11,500	
2	Traffic Control	1	5,500	5,500	
3	Prepare Water Pollution	1	1,850	1,850	
4	Parking Lot				
	d. Installing Parking Lot Electrical and Lighting	2	8,750	17,500	Quantity adjusted
7	Park Rehab	1	178,000	178,000	
	a. Park Benches				
	Picnic Tables				
	BBQ Pits				
	Water Fountain w/hookup				
	Dog Park 225' Cyclone Steel Fencing (with gates)				
	Gazebo 20' x 18'				
	b. Skate Park Concrete Pad 70' x 40'. Cost can be reduced by smaller pad			29,100	*Cal Am Donation
TOTAL				\$243,450	

Please see attached bid package. These work items will be a total of \$243,450.

FISCAL IMPACT

Total cost is \$243, 450

The funding schedule for this work is as follows:

Prop 68 Per Capita	177,952
Urban County Per Capita Funds	491
County ARPA funds, Dist 5	45,000
*CalAm Community Fund	19,000
General Fund	1,007
TOTAL	\$243,450

The City is set to receive \$125,000 of County American Rescue Plan Act for parks purposes, \$45,000 of which is targeted for a skate park.

The California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) funded through the Parks and Water Bond Act of 2018 (Proposition 68) including the City is \$177,952. In addition to the above allocation, the City is also receiving \$491.39 in Urban County Per Capita funds. The total amount of award is \$ 178,443.39

*Cal Am Water is in contact with American Water Charitable Foundation and discussed opportunities to support Isleton. The City is waiting for the board's decision to fund the project. The City is prepared to assume this cost if necessary.

RECOMMENDATION

It is recommended that:

- A) City Council find that conditions merit waiving Purchasing Policy Ordinance,
- B) Contract be awarded to Consolidated Engineering in the amount of \$243,450 for the Wilson Park Rehabilitation Project (CIP #240-02).

ATTACHMENT

- 1. Consolidated Engineering Construction Proposal
- 2. Isleton Wilson Park Rehabilitation Improvement Plan Sheet 2

Written by: Diana O'Brien, Administrative Asst./Grants Manager
Reviewed by: Charles Bergson, City Manager
Submitted and prepared by: Yvonne Zepeda, City Clerk

**PROPOSAL TO THE CITY OF ISLETON
DEPARTMENT OF PUBLIC WORKS**

NAME OF BIDDER Consolidated Engineering INC
BUSINESS P.O. BOX P.O. Box 701
CITY, STATE, ZIP Valley Springs, CA 95252
BUSINESS STREET ADDRESS 5860 Amos Ln
(Please include even if P.O. Box used)
CITY, STATE, ZIP Valley Springs, CA 95252
TELEPHONE NO: AREA CODE ~~925~~ 752 5366
FAX NO: AREA CODE ()
EMAIL: Casey@conenginc.net
CONTRACTOR LICENSE NO. 1013580

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract included in the Project Manual, and also in conformance with the California Department of Transportation Standard Plans, Provisions and Specifications dated 2015, and the California Department of Transportation Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated January 15, 2021 and are entitled:

**CITY OF ISLETON
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS FOR
WILSON PARK REHABILITATION PROJECT
PROJECT NO. 24-02**

The project plans for the work to be done were approved January 15, 2021 and are entitled:

**CITY OF ISLETON
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
WILSON PARK REHABILITATION PROJECT
PROJECT NO. 24-02**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. The Contract will be awarded on the basis of the lowest, responsive, responsible bid for the **Base Bid**.

YOU MUST BID ALL BID ITEMS IN ORDER TO BE CONSIDERED FOR AWARD OF CONTRACT. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Isleton's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Isleton, and that discretion will be exercised in the manner deemed by the City of Isleton to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Isleton respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Isleton, **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City of Isleton that the contract has been awarded, the City of Isleton may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Isleton.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Isleton, in the form of the copy of the contract included in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID SHEET

The Contract will be awarded on the basis of the lowest, responsive, responsible Base Bid.

THE BIDDER SHALL COMPLETE ALL UNIT PRICE AND TOTAL ITEMS BELOW:

ITEM	DESCRIPTION	QTY	UNIT	Unit Price	TOTAL	COMMENTS
1	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	1	/	11,500	11,500	
2	TRAFFIC CONTROL	1	/	5,500	5,500	
3	PREPARE WATER POLLUTION CONTROL PLAN	1	/	1,850	1,850	
4	PARKING LOT					
	a. Asphalt Installation - Grade 14,200 S.F. lot in existing grass field, rip and compact soil. import 4" of base rock grade and compact. asphalt Pave 3" parking lot 14,200 S.F. in total with 1/2" HMA		LS	1 88,000	88,000	
	b. Parking Striping/ADA		LS	1 2,800	2,800	
	c. ADA Ramps (1 in playground)	3	3	6,600	19,800	
	d. Installing Parking Lot Electrical and Lighting		LS	12 8,750	105,000	Solar lights on 20' tall light post w/ fin
5	BASEBALL INFIELD					
	a. Infield Rehab - Clearing, leveling and Installation of new Clay and Shell DG		LS	1 32,000	32,000	
	b. Remove & Install Public Seating and shading		LS			Not Enough Info to Price
	c. Install New Door on Concession Stand	1	/	4,000	4,000	
	d. Install Mesh for Shading/Paint Dug Outs		LS	1 5,600	5,600	
	e. Paint Announcers Box		LS	1 3,850	3,850	
	f. Paint, Install new door & locks on equipment shed		LS	1 3,300	3,300	
6.	BASKETBALL COURT					
	a. Clearing land area					
	b. Install 35'W x 50'L basketball Court		LS	1 26,500	26,500	
	c. Paint Court Markings					
7	PARK REHABILITATION					
	a. Purchase & install amenities: • Park benches • Picnic Tables • BBQ pits • Water Fountain w/hookup • Dog Park 225' Cycloned Steel Fencing (with 2 gates) • Gazebo 20' x 18'		LS	1 178,000	178,000	
	b. Skate Park Concrete Pad 70' x 70'		LS	1 58,200	58,200	
8	LANDSCAPING					
	a. Irrigation lines for watering, water fountain and landscaping					
	b. Tree Planting 5 gal (7 Chinese Elms, 6 Japanese Maple Trees, 26 Shrubs, Bulk Organic Mulch 10 Cu. Yards)		LS	1 46,660	46,660	
	c. Reseed where needed					

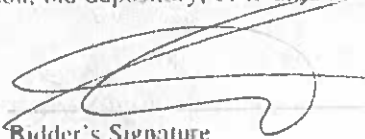
TOTAL BASE BID \$592,560 WRITTEN BID AMOUNT: Five hundred ninety two thousand five hundred sixty

Non-Collusion Affidavit

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

Casey Curtin, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Consolidated Engineering Inc
Contractor's Name (Printed)


Bidder's Signature
(same signature as on Bid Proposal)

6/13/23
Date

Casey Curtin
Bidder's Name (Printed)

President
Bidder's Title

ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of Calaveras

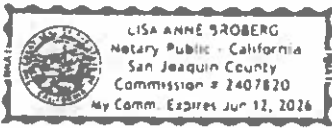
On 6/14/2023 before me, Lisa A. Broberg
(insert name and title of the officer)

personally appeared Casey Curtin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Lisa A. Broberg (Seal)



Accompanying this proposal is Bid Bond

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Consolidated Engineering Inc
Casey Curtin
President
100% owner

Licensed in conformance with an act providing for the registration of Contractors,

License No 1013580 Classification(s) A

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s 2

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Public Contract Code Section 7106



[Handwritten Signature]

Casey Curtin

President

Signature and Title of Bidder

Date: 6/13/23

Business Address P.O. Box 701, Valley Springs, CA 95252

Place of Business 5860 Amos Ln, Valley Springs, CA 95252

Place of Residence 5860 Amos Ln, Valley Springs, CA 95252

CITY OF ISLETON
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Consolidated Engineering, Inc
_____ as Principal, and
Old Republic Surety Company

as Surety are bound unto the City of Isleton, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted a proposal to the Obligee, for Wilson Park Rehabilitation Park
Project No. 24-02

(Insert here the exact description of work including location as it appears on the proposal)

for which bids are to be opened at 101 2nd St., Isleton, CA on June 5, 2023
(insert place where bids will be opened) *(insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

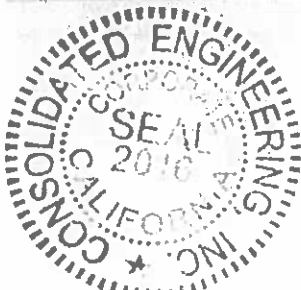
In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 1, 2023

Consolidated Engineering, Inc

Casey Lutton *President*
Principal
Old Republic Surety Company

By Nicole S. Moon *Surety*
Attorney in fact
Nicole S. Moon



CERTIFICATE OF ACKNOWLEDGEMENT SEE ATTACHED ACKNOWLEDGMENT

State of California
City / County of _____

SS

On this _____ day of _____, in the year 20__ before me
_____ personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact

(SEAL)

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

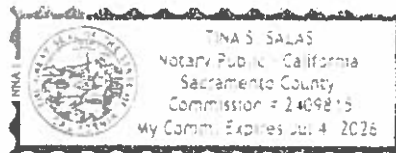
On 6/1/23 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

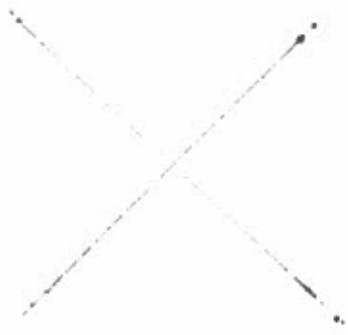
personally appeared Nicole S. Moon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tina S. Salas* (Seal)





City of Isleton

City Council Staff Report

DATE: July 11, 2023

ITEM#: 7.C

CATEGORY: Old Business

AMERICAN RESCUE PLAN ACT OF 2021 FEDERAL SUBAWARD AGREEMENT FOR THE EMPOWERMENT PARK PROJECT BY AND BETWEEN THE SACRAMENTO COUNTY AND THE CITY OF ISLETON FOR COMMUNITY RESTROOM AND SKATE PARK; APPROVE

SUMMARY

Councilmember Paul Steele met with Don Nottoli last year before his retirement to secure funding for a public restroom at the Main Street Park and skate park for Wilson Park. The City appreciates the Sacramento County Board of Supervisors and staff, the Sacramento County Department of Finance staff ARPA and the Department of Regional Parks to make this happen.

DISCUSSION

Staff is requesting City Council approve the American Rescue Plan Act of 2021 Federal Subaward Agreement for the Empowerment Park Project by and between the County of Sacramento and the City of Isleton for the Main Street Park Public Bathroom Project for \$80,000 and Skate Park at Wilson Park for \$40,000 for a total up to \$125,000.

The funds come from the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the pandemic.

FISCAL IMPACT

No fiscal impact to the City for these projects.

RECOMMENDATION

It is recommended City Council approve the American Rescue Plan Act of 2021 Federal Subaward Agreement for the Empowerment Park Project by and between the County of Sacramento and the City of Isleton.

ATTACHMENT

1. American Rescue Plan Act of 2021 Federal Subaward Agreement for the Empowerment Park Project by and between the County of Sacramento and the City of Isleton.

Written by: Diana O'Brien, Administrative Asst./Grants Manager

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk

ARPA SUBRECIPIENT AGREEMENT

SACRAMENTO COUNTY

**AMERICAN RESCUE PLAN ACT OF 2021 FEDERAL SUBAWARD AGREEMENT
FOR THE EMPOWERMENT PARK PROJECT**

THIS AGREEMENT is made and entered into as of this ___ day of _____ 2023, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "County", and the City of Isleton, a political subdivision of the State of California, hereinafter referred to as "SUBRECIPIENT" or "Subrecipient".

RECITALS

WHEREAS, the negative impacts of the COVID-19 pandemic continue to adversely affect Sacramento County residents and businesses prolonging the downturn in the local, regional and national economies, creating a situation where local small businesses are continuing to financially struggle and residents continue to need assistance to better connect with the health care, mental health, educational, and other local support systems in order to address the impacts of this crisis; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the pandemic; and

WHEREAS, Sacramento County will receive approximately \$301.4 million from the Coronavirus State and Local Fiscal Recovery Funds in two installments, with 50% (\$150 million) provided in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the SUBRECIPIENT has certain, specialized experience in providing park and recreation services, and

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to construct a community restroom and skate park project; services to individuals and small businesses during and post the COVID-19 crisis; and

WHEREAS, the services to be performed by SUBRECIPIENT pursuant to this contract will serve to provide direct services to construct a community restroom and skate park project, and related COVID-19 support services to benefit Sacramento County and its residents; and

WHEREAS, the SUBRECIPIENT has proposed to provide the requested services for the compensation described herein; and

WHEREAS, the services to be provided by SUBRECIPIENT are not services provided by County employees and; therefore, not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, the services to be provided by SUBRECIPIENT are authorized by Government Code Section 31000; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2022-0524, under which, and on behalf of the County of Sacramento, the Director of Regional Parks, or designee, is authorized to execute an agreement for the services to be provided by SUBRECIPIENT; and

WHEREAS, COUNTY AND SUBRECIPIENT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICES

SUBRECIPIENT shall provide services in the amount, type and manner described in Exhibits A, attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on December 31, 2026.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Sacramento County Regional Parks
Attn: Liz Bellas, Director
13061 Rockingham Dr., Ste.100
Sacramento, CA 95827

TO SUBRECIPIENT

City of Isleton
Charles Bergson, City Manager
101 2nd Street
Isleton, CA 95641-0716

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

SUBRECIPIENT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances; including, but not limited to, the additional Federal Provisions set forth in Exhibits D and E, and any other applicable American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Fund provisions.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. SUBRECIPIENT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. SUBRECIPIENT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. SUBRECIPIENT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

SUBRECIPIENT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to SUBRECIPIENT'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBRECIPIENT hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. SUBRECIPIENT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of SUBRECIPIENT'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF SUBRECIPIENT

- A. It is understood and agreed that SUBRECIPIENT (including SUBRECIPIENT's employees) is an independent SUBRECIPIENT and that no relationship of employer-employee exists between the parties hereto. SUBRECIPIENT's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to SUBRECIPIENT under the provisions of this agreement; and as an independent SUBRECIPIENT, SUBRECIPIENT hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that SUBRECIPIENT in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by SUBRECIPIENT for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by SUBRECIPIENT, such person shall be entirely and exclusively under the direction, supervision, and control of SUBRECIPIENT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SUBRECIPIENT, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent SUBRECIPIENT and not an employee of County, neither the SUBRECIPIENT nor SUBRECIPIENT's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. SUBRECIPIENT shall not be covered by worker's compensation; nor shall SUBRECIPIENT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that SUBRECIPIENT must issue W-2 and 941 Forms for income and employment tax purposes, for all of SUBRECIPIENTs assigned personnel under the terms and conditions of this agreement.

X. SUBRECIPIENT IDENTIFICATION

SUBRECIPIENT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: SUBRECIPIENT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to SUBRECIPIENT.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. SUBRECIPIENT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. SUBRECIPIENT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. SUBRECIPIENT shall complete and return SUBRECIPIENT Certification of Compliance forms at the same time SUBRECIPIENT returns the executed copies of this Agreement.

XII. BENEFITS WAIVER

If SUBRECIPIENT is unincorporated, SUBRECIPIENT acknowledges and agrees that SUBRECIPIENT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should SUBRECIPIENT or any employee or agent of SUBRECIPIENT seek to obtain such benefits from COUNTY, SUBRECIPIENT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

SUBRECIPIENT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, SUBRECIPIENT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by SUBRECIPIENT under this Agreement. SUBRECIPIENT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on SUBRECIPIENT's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

SUBRECIPIENT and SUBRECIPIENT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. SUBRECIPIENT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, SUBRECIPIENT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. SUBRECIPIENT shall comply with COUNTY's Good Neighbor Policy. SUBRECIPIENT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts; and
 - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of SUBRECIPIENT's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. SUBRECIPIENT shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to

any complaints relating to SUBRECIPIENT's compliance with the required good neighbor practices specified in this Section. SUBRECIPIENT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. SUBRECIPIENT shall comply with all applicable public nuisance ordinances.
- D. SUBRECIPIENT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which SUBRECIPIENT's site is located.
- E. If COUNTY finds that SUBRECIPIENT has failed to comply with the Good Neighbor Policy, COUNTY shall notify SUBRECIPIENT in writing that corrective action must be taken by SUBRECIPIENT within a specified time frame. If SUBRECIPIENT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to SUBRECIPIENT under this Agreement.
- F. SUBRECIPIENT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. SUBRECIPIENT agrees and assures COUNTY that SUBRECIPIENT and any SUBCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. SUBRECIPIENT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. SUBRECIPIENT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. SUBRECIPIENT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

- C. SUBRECIPIENT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of SUBRECIPIENT, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of SUBRECIPIENT, its employees, or SUBRECIPIENT's subconsultants or subcontractors at any tier, or any other party for which SUBRECIPIENT is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to SUBRECIPIENT. Upon receipt of tender, SUBRECIPIENT shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. SUBRECIPIENT shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by SUBRECIPIENT or SUBRECIPIENT'S SUBCONTRACTORS at any tier.

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

XIX. INSURANCE

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of SUBRECIPIENT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to SUBRECIPIENT under this Agreement unless and until COUNTY is satisfied that all insurance

required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

SUBRECIPIENT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by SUBRECIPIENT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

SUBRECIPIENT shall ensure that all web sites and web applications provided by SUBRECIPIENT pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement, and as identified in Attachment A, Federal Funding Identification and Schedule.
- B. SUBRECIPIENT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services performed during the previous month. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice. The payment shall only occur after the COUNTY reviews the GRANTEE's reimbursement request to ensure that expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless SUBRECIPIENT has obtained prior written COUNTY approval to the contrary.
- D. The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.

- E. SUBRECIPIENT shall maintain for five years following termination of this Agreement full and complete documentation of all services and expenditures associated with the use of funds covered under this Agreement.
- F. In the event SUBRECIPIENT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement SUBRECIPIENT is to provide training of County personnel on legal issues, then SUBRECIPIENT shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXIV. SUBCONTRACTS, ASSIGNMENT

- A. SUBRECIPIENT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. SUBRECIPIENT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement including any and all insurance requirements. SUBRECIPIENT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

SUBRECIPIENT shall attach and apply all terms and conditions in Exhibits D and E, as applicable, to all subcontracts, and shall require that all subcontractors of all levels comply with and attach and apply these terms and conditions to their subcontracts, if any, as applicable.

This Agreement is not assignable by SUBRECIPIENT in whole or in part, without the prior written consent of COUNTY.

XXV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVI. SUCCESSORS

This Agreement shall bind the successors of COUNTY and SUBRECIPIENT in the same manner as if they were expressly named.

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of Sacramento County Regional Parks, or his/her designee.

XXX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, SUBRECIPIENT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXI. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to SUBRECIPIENT should SUBRECIPIENT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was

not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to SUBRECIPIENT that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY's Adopted or Adjusted Budget; 2) the COUNTY is advised the funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated, and/or reallocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, SUBRECIPIENT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, SUBRECIPIENT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay SUBRECIPIENT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. SUBRECIPIENT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that SUBRECIPIENT can legally cancel.

XXXII. REPORTS

- A. SUBRECIPIENT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning SUBRECIPIENT's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. SUBRECIPIENT agrees that, pursuant to Government Code section 7522.56, SUBRECIPIENT shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS).

SUBRECIPIENT further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIII. AUDITS AND RECORDS

- A. COUNTY or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, SUBRECIPIENT'S financial and program records as necessary to determine SUBRECIPIENT'S compliance with legal and grant agreement requirements and the correctness of claims submitted by SUBRECIPIENT. SUBRECIPIENT shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon COUNTY'S request. COUNTY shall have the right to withhold any payment under this Agreement until SUBRECIPIENT has provided access to its financial and program records related to this Agreement.
- B. If SUBRECIPIENT expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and SUBRECIPIENT shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.
- C. In addition to the OMB requirements of paragraph B of this section, COUNTY requires SUBRECIPIENT to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from SUBRECIPIENT when COUNTY has awarded contracts totaling \$150,000 or more for any twelve-month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from SUBRECIPIENT when COUNTY has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve-month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review SUBRECIPIENT must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit, SUBRECIPIENT is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

D. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract. If SUBRECIPIENT'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

E. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

F. Submittal and Due Dates for Audits or Reviews

SUBRECIPIENT shall provide to COUNTY a copy of the Audit or Review, as required in this section, due six months following the end of SUBRECIPIENT'S fiscal year. Audit or Review shall be sent to:

County of Sacramento
Sacramento County Regional Parks
Attn: Liz Bellas, Director
13061 Rockingham Dr., Ste.100
Sacramento, CA 95827

G. Request for Extension of Due Date

SUBRECIPIENT may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

County of Sacramento
Sacramento County Regional Parks
Attn: Liz Bellas, Director
13061 Rockingham Dr., Ste.100
Sacramento, CA 95827

H. Past Due Audit/Review

COUNTY may withhold payments due to SUBRECIPIENT from all past, current and future contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

XXXIV. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify

the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither SUBRECIPIENT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal

Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. CONTRACTOR shall make any reasonable corrections that COUNTY requests to such plans.

XL. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XLI. INCORPORATION OF EXHIBITS AND ATTACHMENTS.

The Exhibits and Attachments attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

XLII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XLIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

COUNTY OF SACRAMENTO,

SUBRECIPIENT,

By: _____

By: _____

Date:

Date:

CONTRACT AND SUBRECIPIENT TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____

Date: _____

**ATTACHMENT A to Agreement
between the County of Sacramento, hereinafter referred to as "COUNTY", and the
City of Isleton, hereinafter referred to as "SUBRECIPIENT"**

Federal Funding Identification and Schedule
Required Pursuant to 2 CFR 200.332

Subrecipient name (which must match the name associated with its unique entity identifier):	City of Isleton
Subrecipient's unique entity identifier:	Z41DM5JSNVZ4
Federal Award Identification Number (FAIN):	HR 1319, Title IX, Subtitle M, Section 9901
Federal Award Date (date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the recipient by the Federal agency:	05/19/2021
Subaward Period of Performance Start and End Date:	Start: Contract Execution Date End: December 31, 2026
Subaward Budget Period Start and End Date:	Start: Contract Execution Date End: December 31, 2026
Amount of Federal Funds Obligated by this action by the pass-through entity (Sacramento County) to the subrecipient:	\$125,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:	\$125,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	\$125,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	U.S. Department of Treasury Sacramento County, CA
Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):	21.027 Coronavirus Local Fiscal Recovery Fund (CLFRF)
Is the award for research and development?	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:	10% de minimis indirect cost rate

**EXHIBIT A to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

The services to be provided under this Agreement include construction of a community restroom and skate park.

**EXHIBIT B to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

I. COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by SUBRECIPIENT, its agents, representatives, employees, or SUBRECIPIENTS. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require SUBRECIPIENT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

II. VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that SUBRECIPIENT provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

III. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance. SUBRECIPIENT has no paid employees. See signed Statement of no Workers' Compensation/Employer's Liability coverage.
- D. **UMBRELLA:** Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. Professional Liability *or* Errors and Omissions Liability insurance appropriate to SUBRECIPIENT's profession.
- F. Cyber Liability Including Identity Theft, Information Security and Privacy Injury. Coverage shall include, but is not limited to: 1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. 3. Administrative expenses for forensic expenses and legal services 4. Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. 5. Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

IV. MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT shall maintain limits no less than:

A. GENERAL LIABILITY:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp Ops:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000

Each Occurrence: \$2,000,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$25,000 per person, \$50,000 each accident, \$50,000 property damage.
- C. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.**
- D. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.**

V. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

VI. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by SUBRECIPIENT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VII. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

A. ALL POLICIES:

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-. VII. County Risk Manager may waive or alter this requirement, or accept self-insurance in

lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

MAINTENANCE OF INSURANCE COVERAGE: The SUBRECIPIENT shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

SUBRECIPIENT is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBRECIPIENT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

B. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:

1. **ADDITIONAL INSURED STATUS:** COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied or used by SUBRECIPIENT; or automobiles owned, leased, hired or borrowed by SUBRECIPIENT. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, SUBRECIPIENT'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of SUBRECIPIENT'S insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** SUBRECIPIENT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** SUBRECIPIENT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements

as provided by SUBRECIPIENT'S subcontractor.

C. WORKERS' COMPENSATION:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by SUBRECIPIENT.

D. NOTIFICATION OF CLAIM

If any claim for damages is filed with SUBRECIPIENT or if any lawsuit is instituted against SUBRECIPIENT, that arise out of or are in any way connected with SUBRECIPIENT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, SUBRECIPIENT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

COMPENSATION

1. MAXIMUM PAYMENT TO SUBRECIPIENT

The Maximum Total Payment Amount under this Agreement is: \$125,000

2. SUBMISSION OF INVOICES

SUBRECIPIENT shall submit an invoice in accordance with the procedures prescribed by COUNTY. Invoices shall be submitted to COUNTY on a quarterly basis, no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice.

SUBRECIPIENT shall include the following information on all invoices:

1. Grant Agreement Number: PARKS-ARPA-012
2. Project Name: Community Restroom/Skate Park
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided, Respective Compensation Requested, and certification from SUBRECIPIENT'S financial officer that invoiced expenses were incurred by SUBRECIPIENT
6. Any other information deemed necessary by SUBRECIPIENT and/or COUNTY.

3. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the fee schedules, as summarized above. Services rendered shall be billed at the usual customary rates for the services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by SUBRECIPIENT shall not exceed the Maximum Total Payment Amount indicated above.

4. ITEMIZED TASKS AND SUBTASKS

If SUBRECIPIENT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. SUBRECIPIENT shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

5. WORK NOT IN SCOPE OF SERVICES

SUBRECIPIENT shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that SUBRECIPIENT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds, if any, for such work, or an amendment providing for an adjustment in SUBRECIPIENT's compensation is approved and executed by both parties.

6. NOTIFICATION OF 50% AND 100% EXPENDITURE OF COMPENSATION

SUBRECIPIENT shall notify COUNTY'S Project Manager in writing upon expenditure of fifty percent (50%) of the authorized Agreement amount and upon one hundred percent (100%) of the authorized Agreement amount.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to SUBRECIPIENT at address in the Notice provision of this Agreement.

SUBRECIPIENT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

8. BUDGET REVISION REQUESTS

A request for line item transfers within budget categories must be made prior to any expenditure made using requested budget changes. The line item transfers may be approved, provided such transfers do not exceed the total Agreement amount and do not compromise the intent of the program/services.

**EXHIBIT D to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

**FEDERAL SUBAWARD AMERICAN RESCUE PLAN ACT 2021
REQUIREMENTS**

The terms of this Exhibit shall apply to Subrecipient, and all of its subcontractors, subrecipients, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement, as relevant. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Subrecipients who receive funding under the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Fund shall comply with all ARPA-applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent U.S. Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws. This Exhibit includes key provisions of the ARPA set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- A. **Subrecipient Acknowledgement.** The Subrecipient acknowledges that it is a subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR") 200.93.
- B. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- C. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "Uniform Guidance") when meeting its obligations under this Agreement. The Uniform Guidance can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.
- D. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local

law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the Subrecipient from its obligation to comply with any such applicable provisions.

- E. **Federal Agency Guidance Obligations.** By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any and all relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance. Subrecipient is required to comply with the Coronavirus State and Local Fiscal Recovery Fund Federal Provisions: COVID-19 State and Local Fiscal Guidance for State, Territorial, Local and Tribal Governments found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; U.S. Treasury COVID-19 State and Local Fiscal Recovery Fund - Final Rule found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>; COVID-19 U.S. Treasury State and Local Fiscal Recovery Funds: Overview of the Final Rule found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>; COVID-19 State and Local Fiscal Recovery Fund Frequently Asked Questions found at: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; COVID-19 State and Local Fiscal Recovery Fund Fact Sheet found at: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>; U.S. Treasury Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds found at: <https://www.cfo.gov/assets/files/Treasury%20SLFRF%20Compliance%20Supplement%20Addendum%201%20PDF.pdf>; and any other federal agency guidance relevant to this Agreement.
- F. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- G. **Audits and Records**
COUNTY or its designee and the United States Department of the Treasury Office of Inspector General or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, Subrecipient's financial and program records as necessary to determine compliance with legal and grant agreement requirements and the correctness of claims submitted by Subrecipient. Subrecipient shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon request.

If Subrecipient expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless Subrecipient

elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and Subrecipient shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.

- H. **Grant Subaward.** The Subrecipient shall enter into a written grant subaward agreement for each subaward of ARPA funds that the Subrecipient makes to a subrecipient. The Subrecipient shall ensure that each written grant subaward agreement for a subaward of ARPA funds imposes on the subrecipient all the obligations that this agreement imposes on the Subrecipient.
- I. **Subcontract.** The Subrecipient shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain 2 CFR Part 200 Appendix II provisions, listed in Exhibit E of this Agreement, as applicable.
- J. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- K. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (“**Remedies for Noncompliance**”), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;
 - 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate this Agreement;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;

5. Withhold further Federal Awards for the project or program; or
 6. Take other remedies that may be legally available.
- L. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- M. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre- approval therefrom.
- N. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
- O. **Federal Non-Discrimination.**
1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- P. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- Q. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.

R. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

T. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a SUBRECIPIENT of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (“**Procurement of Recovered Materials**”). For the purposes of this provision, the Subrecipient does not meet the applicable definition of “SUBRECIPIENT” of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.

- U. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one hundred thousand dollars (\$100,000) in value, the Subrecipient shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- V. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- W. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
 - b. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- X. **SUBRECIPIENT Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
1. This Agreement and employees working on this Agreement shall be subject

to the whistleblower rights and remedies in the pilot program on SUBRECIPIENT employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

Y. **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**EXHIBIT E to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

FEDERAL CONTRACTING PROVISIONS

Appendix II to Part 200: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – AMERICAN RESCUE PLAN ACT (ARPA) OF 2021

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Subrecipient shall include the terms of this Exhibit in all contracts executed for performance of services provided pursuant to this Agreement, as applicable.

(A) Remedy for Breach. Contracts in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations

(29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials, § 200.323: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment, § 200.216:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements, § 200.322:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) Assurance of Compliance with Civil Rights Requirements

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color,

or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(N) Access to Records

a. The Contractor agrees to provide the County of Sacramento, the primary subrecipient of the federal funding, if any, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the Federal Awarding Agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(O) Federal Awarding Agency Seal, Logo, and Flags.

The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific pre-approval.

(P) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

(Q) No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(R) Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**EXHIBIT F to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY," and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

SUBRECIPIENT CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) SUBRECIPIENT hereby certifies:

(a) the SUBRECIPIENT is a government or non-profit entity (exempt), Yes No

(b) the SUBRECIPIENT has no Principal Owners (25% or more) (exempt), Yes No

(c) each Principal Owner (25% or more),
does not have any existing child support orders, Yes No

(d) SUBRECIPIENT'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. Yes No

2) SUBRECIPIENT shall certify that each of the following statements is true:

- a. SUBRECIPIENT has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. SUBRECIPIENT has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

DATE: _____

By: _____

**EXHIBIT G to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

SUBRECIPIENT agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUBRECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUBRECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that SUBRECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor

is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SUBRECIPIENT

BY: _____

DATE:

**EXHIBIT H to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY",
and the City of Isleton,
hereinafter referred to as "SUBRECIPIENT"**

Byrd Anti-Lobbying Amendment

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT, the City of Isleton, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of SUBRECIPIENT's Authorized Official:

_____ Date _____

City of Isleton

City Council
Staff Report

DATE: July 11, 2023

ITEM#: 7.D

CATEGORY: Old Business

HOTEL DEL RIO STATUS UPDATE

SUMMARY

The Hotel Del Rio, located at 209/211 Second Street, was deemed uninhabitable by the City's building department and closed in August of last year. The owner has been working with City staff to bring this building into compliance. The owners have indicated they are seeking a buyer for the building. Council has requested a report on the status of this facility.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDATION

No recommendation, information only.

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



City of Isleton

City Council
Staff Report

DATE: July 11, 2023
ITEM#: 8.A
CATEGORY: New Business

RESOLUTION 23-23 APPROVING DELINQUENT SEWER CHARGES FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING THE DEPUTY CITY CLERK TO FILE SAME WITH THE COUNTY AUDITOR AND SET PUBLIC HEARING FOR JULY 25TH, 2023.

SUBJECT:

RESOLUTION APPROVING DELINQUENT SEWER CHARGES FOR THE 2022/2023 FISCAL YEAR AND AUTHORIZING THE DEPUTY CITY CLERK TO FILE SAME WITH THE COUNTY AUDITOR AND SET PUBLIC HEARING FOR JULY 25TH, 2023.

SUMMARY:

Pursuant to the provisions of Section 5473(a) of the Health and Safety Code a report on delinquent sewer charges has been prepared by the Deputy City Clerk and presented to the City Council containing a list of sewer charge delinquencies as of June 30, 2023 for the period commencing on July 1, 2022, concluding on June 30, 2023.

DISCUSSION:

Delinquent sewer charges for the Fiscal Year 2022-2023.

RECOMMENDATION:

City Council direct staff to file the 2022-2023 Fiscal Year Delinquent Sewer Charges and set Public Hearing for July 25th, 2023.

ATTACHMENT

Resolution No. 23-23

Reviewed by Charles Bergson, City Manager 

Prepared and Submitted by Yvonne Zepeda, Deputy City Clerk

RESOLUTION NO. 23-23

RESOLUTION APPROVING DELINQUENT SEWER CHARGES FOR THE 2022/2023 FISCAL YEAR AND AUTHORIZING THE DEPUTY CITY CLERK TO FILE SAME WITH THE COUNTY AUDITOR

WHEREAS, the Deputy City Clerk by the adoption of Resolution 1236 elected, under the provisions of Section 5473 and 5473(a) of Health and Safety Code, to authorize the collection of delinquent sewer service charges on the tax roll; and

WHEREAS, pursuant to the provisions of Section 5473(a) of the Health and Safety Code a report on delinquent sewer charges has been prepared by the Deputy City Clerk and presented to the City Council containing a list of sewer charge delinquencies as of June 30, 2023 for the period commencing on July 1, 2022, concluding on June 30, 2023 and

WHEREAS, under the provision of Section 5473.1 of the Health and Safety Code, the City caused a notice of a public hearing on said report to be published in the manner required by Section 6066 of Government Code; and

WHEREAS, at its July 11th, 2023 Council meeting on said date the City Council conducted the Public Hearing on said report at which time no protests were received; and

WHEREAS, at the conclusion thereof the City Council closed the hearing on the report; and

WHEREAS, the City Council desires to confirm and approve said report so that the delinquencies listed in said report may be collected on the tax rolls of Sacramento County in the manner provided for by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISLETON AS FOLLOWS:

1. The City Council does hereby approve and confirm, in accordance with all appropriate state laws, in all respects, the report of the delinquent sewer charges for the 2022/2023 fiscal year as presented to it by the Deputy City Clerk, which report is attached hereto as Exhibit "A".
2. The Deputy City Clerk is hereby authorized and directed to file a copy of said report with the Auditor Controller of Sacramento or such other officer of Sacramento County who is authorized by law to receive a statement endorsed thereon by the Deputy City Clerk stating that the

report has been adopted by the City Council, by adoption of this Resolution and said report, is being transmitted to the County of Sacramento for collection on the tax roll as provided in Sections 5473, 5473.4 and 5473(a) of the Health and Safety Code.

PASSED AND ADOPTED, this 11th day of July 2023 by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Pamela Bulahan, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

EXHIBIT A

**NOTICE OF PUBLIC HEARING OF REPORT ON ISLETON DELINQUENT
SEWER CHARGES COVERING JULY 1, 2022 THROUGH JUNE 30, 2023**

July 11th @ 6:30 p.m.

**Isleton Community Center 208 Jackson Blvd.
Isleton, California 95641**

ALTERNATE 1: Report of Delinquent Sewer Charges as of June 30, 2023 covering fiscal year 2022/2023 has been filed with the Deputy City Clerk.

ALTERNATE 2: Based upon the Report of Delinquent Sewer Charges as of June 30, 2023 covering fiscal year 2022/2023 the following accounts are delinquent.

APN #'s and Amount Due.

15700650030000	00000086400
15700620030000	00000086400
15702700240000	00000012960
15702600100000	00000086400
15702600020000	00000028600
15700220080000	00000021600
15700610060000	00000086400
15700520130000	00000086400
15700340120000	00000262608
15700520230000	00000086400
15700730020000	00000086400
15700640030000	00000086400
15700250090000	00000086400
15700130320000	00000039306
15700330130000	00000314442
15700400240000	00000086400
15700250020000	00000172800
15700340080000	00000172800
15700540010000	00000209796
15702600140000	00000040100
15700510160000	00000051400
15700510170000	00000021600
15700340190000	00000480000
15700140070000	00000028800
15702400270000	00000094800
15700320290000	00000259152
15700620060000	00000086400

15700620070000	00000028800
15700330020000	00000038410
15702600120000	00000086400
15700730260000	00000101800
15700260040000	00000014400
15702700260000	00000086400
15700130220000	00000086400
15700510110000	00000014400
15702600050000	00000057600
15700220040000	00000086400
15700220050000	00001205292
15700270080000	00000139860
15700130120000	00000086400
15700330010000	00000172800
15700540040000	00000086400
15702340030000	00000086400
15702600080000	00000041000
15700150060000	00000086400
15700720050000	00000036000
15700320220000	00000226824
15702310110000	00000086400
15702320070000	00000086400
15702600030000	00000021600
15700630060000	00000072000
15700330060000	00000086400
15700530100000	00000043200
15700250100000	00000028750
15700640010000	00000049600
15700520010000	00000021600
15700130350000	00000086400
15702600010000	00000022200
15700340060000	00000049366
15702320020000	00000025200
15702320120000	00000086400
15700330080000	00000699274
15700330070000	00000313116
15702600110000	00000021600
15700130170000	00000086400
15700320270000	00000156312
15700150010000	00000086400
15702310210000	00000028800
15702400520000	00000015800
15700520250000	00000036000
15702400590000	00000055300
15700340090000	00000049366

15702310220000	00000086400
15700610100000	00000086400
15700520160000	00000058600
15700710120000	00000086400
15700320240000	00000075608
15700130210000	00000086400
15700280040000	00000086400
15700220060000	00000086400
15702600040000	00000036000

APN'S **Total: \$89,320.42**

City of Isleton

City Council Staff Report

DATE: July 11, 2023

ITEM#: 8.B

CATEGORY: New Business

RESOLUTION NO. 24-23, APPROVING DELINQUENT CAL-WASTE CHARGES FOR THE 2022/2023 FISCAL YEAR AND AUTHORIZING THE DEPUTY CITY CLERK TO FILE SAME WITH THE COUNTY AUDITOR AND SET PUBLIC HEARING FOR JULY 25TH, 2023.

SUMMARY

RESOLUTION APPROVING DELINQUENT CAL-WASTE CHARGES FOR THE 2022/2023 FISCAL YEAR AND AUTHORIZING THE DEPUTY CITY CLERK TO FILE SAME WITH THE COUNTY AUDITOR AND SET PUBLIC HEARING FOR JULY 25TH, 2023.

SUBJECT/DISCUSSION

Pursuant to the provisions of Section 5473(a) of the Health and Safety Code a report on delinquent Refuse and Recycling charges has been prepared by the Deputy City Clerk and presented to the City Council containing a list of Refuse and Recycling charge delinquencies as of June 30, 2023 for the period commencing on concluding on July 1, 2022. As part of its contract with Cal Waste, the City is to place delinquent charges on the property tax rolls. Cal Waste has agreed to pay the City 20% of the process of these charges for City administration.

FISCAL IMPACT:

The City will receive 20% of the delinquent charges. Last year the City received over \$1,200.

RECOMMENDATION

It is recommended that City Council approve resolution No. 24-23 delinquent Cal-Waste charges for the Fiscal Year 2022-2023 and set public hearing for July 25th, 2023.

ATTACHMENTS:

Resolution No. 24-23
Exhibit A

Reviewed by: Charles Bergson, City Manager 

Prepared and Submitted by: Yvonne Zepeda, City Clerk

RESOLUTION NO. 24-23

**RESOLUTION APPROVING DELINQUENT CAL-WASTE CHARGES FOR
THE 2022/2023 FISCAL YEAR AND AUTHORIZING THE
DEPUTY CITY CLERK
TO FILE SAME WITH THE COUNTY AUDITOR**

WHEREAS, the Deputy City Clerk by the adoption of Resolution 1236 elected, under the provisions of Section 5473 and 5473(a) of Health and Safety Code, to authorize the collection of delinquent Refuse and Recycling service charges on the tax roll; and

WHEREAS, pursuant to the provisions of Section 5473(a) of the Health and Safety Code a report on delinquent Refuse and Recycling charges has been prepared by the Deputy City Clerk and presented to the City Council containing a list of Refuse and Recycling charge delinquencies as of June 30, 2023 for the period commencing on July 1, 2022, concluding on June 30, 2023; and

WHEREAS, under the provision of Section 5473.1 of the Health and Safety Code, the City caused a notice of a public hearing on said report to be published in the manner required by Section 6066 of Government Code; and

WHEREAS, at its July 11, 2023 Council meeting on said date the City Council conducted the Public Hearing on said report at which time no protests were received; and

WHEREAS, at the conclusion thereof the City Council closed the hearing on the report; and

WHEREAS, the City Council desires to confirm and approve said report so that the delinquencies listed in said report may be collected on the tax rolls of Sacramento County in the manner provided for by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISLETON AS FOLLOWS:

1. The City Council does hereby approve and confirm, in accordance with all appropriate state laws, in all respects, the report of the delinquent Refuse and Recycling charges for the 2022/2023 fiscal year as presented to it by the Deputy City Clerk, which report is attached hereto as Exhibit "A".

2. The Deputy City Clerk is hereby authorized and directed to file a copy of said report with the Auditor Controller of Sacramento or such other officer of Sacramento County who is authorized by law to receive a statement endorsed thereon by the Deputy City Clerk stating that the

report has been adopted by the City Council, by adoption of this Resolution and said report, is being transmitted to the County of Sacramento for collection on the tax roll as provided in Sections 5473, 5473.4 and 5473(a) of the Health and Safety Code.

PASSED AND ADOPTED, this 11th day of July 2023 by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Pamela Bulahan, Mayor

ATTEST:

Yvonne Zepeda, Deputy City Clerk

EXHIBIT A

**NOTICE OF PUBLIC HEARING OF REPORT ON ISLETON DELINQUENT
CAL-WASTE CHARGES COVERING July 1, 2021 THROUGH JUNE 30, 2022**

July 12, 2022 @ 6:30 p.m.

Isleton Community Center 208 Jackson Blvd.

Isleton, California 95641

ALTERNATE 1: Report of Delinquent Refuse and Recycling Charges as of June 30, 2022 covering fiscal year 2021/2022 has been filed with the Deputy City Clerk.

ALTERNATE 2: Based upon the Report of Delinquent Refuse and Recycling Charges as of June 30, 2022 covering fiscal year 2021/2022 the following accounts are delinquent.

July 2021 to June 2022

15700340170000	00000014160
15700340160000	00000003498
15700160060000	00000015772
15700520250000	00000039222
15700520220000	00000016246
15700160040000	00000021218
15702310110000	00000014484
15702320070000	00000039636
15700610040000	00000012056
15700250020000	00000042332
15700330020000	00000010964
15700220050000	00000096174
15700320290000	00000108232
15700530100000	00000025194
15700620040000	00000025574
15700620060000	00000039636
15700720050000	00000015620
15700400560000	00000039636
15702600140000	00000019910
15700320160000	00000017760
15700640080000	00000018132
15700510160000	00000015280
15702310030000	00000028328
15700670150000	00000042024
15700630060000	00000041534
15702700260000	00000037770
15700520160000	00000031148

Total: \$8315.40

