

City of Isleton

City Council
Staff Report

DATE: February 13, 2024

ITEM#: 5.A

CATEGORY: Consent Calendar

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 23, 2024

SUMMARY

A. Review of the Regular City Council Meeting minutes of January 23, 2024.

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 January 23, 2024.

ATTACHMENTS

- Minutes of the Regular City Council Meeting of January 23, 2024.

Reviewed by: Charles Bergson, City Manager 

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

CITY OF ISLETON

City Council Meeting Minutes

Tuesday, January 23, 2024 at 6:30pm
208 Jackson Boulevard
Isleton, California 95641

The public may participate and provide public comments in person. Please be advised that teleconferencing option is provided as a courtesy to the public. If, for any reason, there are technical difficulties, the City Council meeting will continue in person.

How to Listen to the City Council Meeting

<https://us02web.zoom.us/j/3379037904?pwd=cWdVNkN5aHUxcjVwRGRlM1BpajcwZz09>

Meeting ID: 337 903 7904

Passcode: 123456

1. OPENING CEREMONIES

- A. Welcome & Call to Order – Mayor Pamela Bulahan called to order
- B. Pledge of Allegiance
- C. Roll Call

PRESENT: Councilmember's Kelly Hutson, David Kent, Iva Walton, Vice Mayor Paul Steele, Mayor Pamela Bulahan and City Manager Charles Bergson.

2. AGENDA CHANGES OR DELETIONS

ACTION: None.

3. PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this Agenda. Speakers are requested to use the podium in front of the Council and to begin by stating their name, whether they reside in Isleton and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the Agenda. In the event comments are related to an item scheduled on the Agenda, speakers will be asked to wait to make their comments until that item is being considered. ACTION: Read into the record no internet service. The City Council meeting will be held in public only. Jean Yokotobi handed out San Joaquin delta National Heritage Area Flyer. Jean said, Blake Roberts will help write up a letter of commitment strategy 2.1.13 we fall under. Aleida Suarez read into record a letter she wrote that not enough attention is being given to this major step in Isleton's path to addressing its unique needs and

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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.

issues. She wanted to commend your recent work on establishing Isleton's active representation in the League of California Cities. I think we can all agree that any opportunity intended to give Isleton increased exposure and representation, to educate Isleton's public servants and enhance their performance, and to provide access to professional development is worth our time and effort. This is a positive investment in our city. Without the City's Investment and Mr. Kent's commitment and initiative, this opportunity for Isleton would have remained an untapped resource. Sebastian Maldonado requested that the City take down the old festival link and add their link thisletoncrawdadjestival.com. Would like to see letter in response to the cease and desist letter. Sebastian would also like a multi-year contract for the festival.

4. COMMUNICATION

A. None.

5. CONSENT CALENDAR

A. **SUBJECT:** Approval of Minutes of the Regular City Council Meeting of January 9, 2024 and Special City Council Meeting of January 3, 2024.

RECOMMENDATION: City Council review and approve draft minutes of the Regular City Council Meeting of January 9, 2024 and Special City Council Meeting of January 3, 2024.

ACTION: Vice Mayor Paul Steele motion to approve minutes of the Regular City Council Meeting of January 9, 2024 and Special City Council Meeting of January 3, 2024. 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.

6. PUBLIC HEARING

A. **SUBJECT:** None.

7. OLD BUSINESS

A. **SUBJECT:** None.

8. NEW BUSINESS

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- A. SUBJECT:** City Council appoint Fire Chief, Scott Baroni as Interim City Manager.

RECOMMENDATION: It is recommended that City Council appoint Fire Chief, Scott Baroni as Interim Acting City Manager.

COMMENTS: Michelle Burke what are the responsibilities? City Manager said, all my responsibilities are being handed over to him. Aleida Suarez while Mr. Baroni is being Interim City Manager, who is doing his job? City Manager stated Scott Baroni is. Sebastian Maldonado said its sad we are losing Chuck.

ACTION: Councilmember David Kent motion to appoint Fire Chief, Scott Baroni as Interim Acting City Manager. 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.

- B. SUBJECT:** Municipal Financial Services, Review.

RECOMMENDATION: It is recommended that the Council direct staff to issue solicitation for municipal bank services.

ACTION: Tabled and put on agenda at end of year.

9. COUNCIL REPORTS AND COMMITTEE UPDATES

- A. Councilmember Kelly Hutson-Finance Committee Meeting-Bridge Loan and paid debts. Major Contractors have been paid. Travel Policy on next agenda.
- B. Councilmember David Kent-Revenue Fiscal outlook 5 times all the others. 73 Bill and 2024 Medicare, where'd unhoused go? Business and infrastructure 142 Bill before Prop. 98. K-12 they pay the school's first.
- C. Councilmember Iva Walton-Safety Meeting moving forward. Drafted letter to Bill Dodd-FEMA. All of downtown Prop. 76. Fire Department is hiring? Started process MSR review LAFCO. SOI is a good thing and complete check-up.
- D. Vice Mayor Paul Steele-Wilson Park phase 1. Installing fence at dog park. 5 BBQ's. Kathy Schaffer met with Chuck and myself. She has worked at FEMA for 20 years. She is assisting us with FEMA. SPAM Festival February 18, 2024-raffle prizes are how we fund Spam Festival. I have been doing this for 25 years and hoping to hand off to Sebastian Maldonado.
- E. Mayor Pamela Bulahan-SACOG Board Meeting and they propose Lane at YOLO COSWAY. Davis from Sacramento. I am on the Land Use Committee.

10. STAFF GENERAL REPORTS AND DISCUSSION

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- A. City Manager Report – Public Works Standards book is here. Thank you Mr. Steele. Kathy Schaffer hold on issuing letter, it's too early. 400k in claims. We have to find the break in the sewer line. I notified FEMA and CAL OES of possible spill. Prop 76 on agenda. Draft Budget 24/25 next meeting. UnWired up in February.
- B. Fire Chief Report – None.
- C. Code Enforcement – None.
- D. Future Agenda Items - Prop 76-Draft Budget 24/25.

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: February 13, 2024

ITEM#: 7.A

CATEGORY: Old Business

CIVICWELL AND STREETPLANS INTRODUCTION TO MAIN STREET REDESIGN AND REHABILITATION PLAN PROJECT

SUMMARY

The City of Isleton received the CALTRANS Sustainable Communities Planning Grant for \$200,000 in 2023. Sacramento Area Councils of Government (SACOG) submitted the application on behalf of the City. The City contracted with CivicWell to manage the project in which Streetplans, through RFP, was selected to provide consultant services for implementing and completing the Main Street Redesign and Revitalization Plan Project.

DISCUSSION

CivicWell and Streetplans will be introducing the Main Street Redesign and Revitalization Plan Project to the City Council and Public.

City staff has been working side by side with CALTRANS, SACOG, CivicWell and Streetplans since Caltrans Kickoff meeting on November 16, 2023.

FISCAL IMPACT

There is no fiscal impact to City for this introduction.

RECOMMENDATION

It recommended City Council receive and comment if needed to Streetplans introduction of the Main Street Redesign and Revitalization Plan Project.

ATTACHMENTS:

None

Prepared by: Diana O'Brien, Admn. Asst./Grants Manager

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk

Yvonne Zepeda

From: Cayla McDonell-Encina <cmcdonell@civicwell.org>
Sent: Wednesday, February 7, 2024 2:43 PM
To: Yvonne Zepeda (yvonne.zepeda@cityofisleton.com)
Cc: cityofisleton.com
Subject: Isleton Main St: 2/13 Council Agenda Description

Good Afternoon Yvonne,

Since I haven't heard if you need anything from me for the 2/13 council meeting and since we aren't doing a long presentation with slides, I thought I'd provide this description about the project and our current efforts that you are welcome to use for the agenda if you'd like. Let me know if you have any questions or need anything else:

- **Subject: Introduction of the Main Street Redesign and Revitalization Plan Project Team:** The City of Isleton is kicking off the Main Street Redesign and Revitalization Plan, which is funded through a Caltrans Sustainable Communities Planning Grant awarded to the City of Isleton with support from CivicWell (formerly the Local Government Commission) and Street Plans and in partnership with local community members and leaders.
- **Action:** None Needed, informational only

With gratitude,

Cayla McDonell-Encina AICP, MURP
Senior Project Manager, Community Design
CivicWell
520 Capitol Mall, Suite 440
Sacramento, CA 95814

...
[Sign up](#) to receive funding resource updates for your community projects!

City of Isleton

City Council Staff Report

DATE: January 13, 2024

ITEM# 7.B

CATEGORY: Old Business

STAFF REQUEST APPROVAL TO CITY COUNCIL TO CHANGE MAIN AND F STREET ADDRESSES

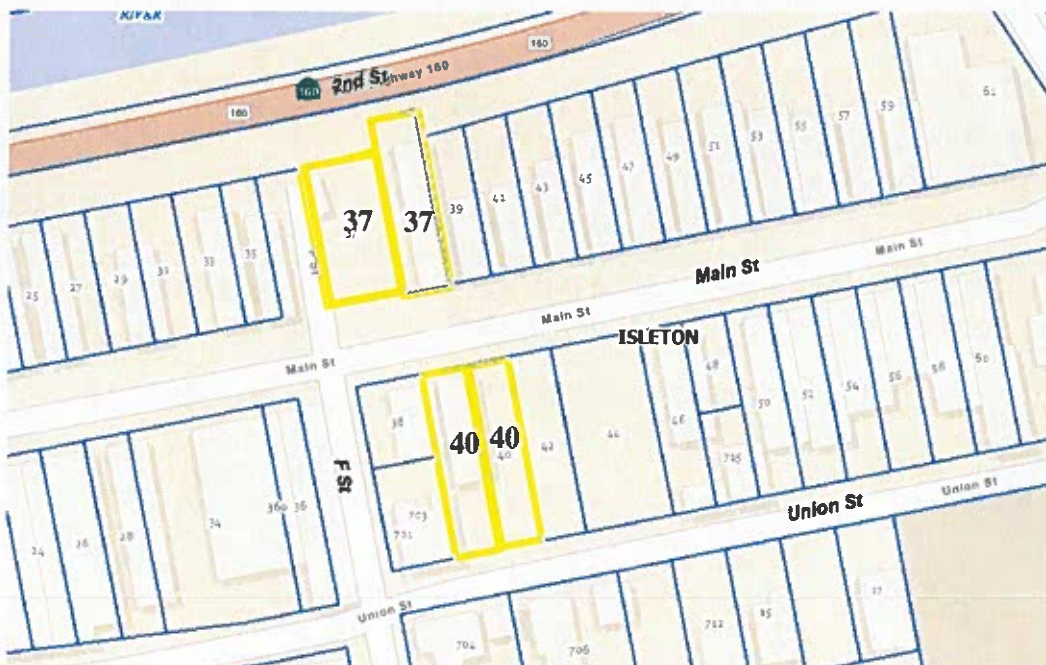
SUMMARY

According to Sacramento County Assessor's information, 307 Main Street are listed on two parcels as well as 40 Main Street. To make the correction, it will affect two other properties and that will need to be changed also.

DISCUSSION

Below is the list and map regarding the issue of double addresses on Main Street on the Sacramento County Assessor's Map. 37 Main is listed as two parcels 157-032-018-0000 and 157-032-034-0000. 40 Main Street is listed as two parcels 157-0034-002-000 and 157-0034-003-0000.

EXISTING MAIN STREET ADDRESSES		
Address Listed	Parcel Number	Description
37 Main Street	157-0032-018-0000	Empty Lot
37 Main Street	157-0032-034-0000	Turtle Island Art/Apt in back
40 Main Street	157-0034-002-0000	40 Main Art Studio
40 Main Street	157-0034-003-0000	Empty Lot



Solution 1 suggested change in red: parcel 157-0032-018-000 to 101 F Street, parcel 157-0034-019-000 to 201 F Street and parcel 157-0034-002-000 to 38 Main Street.

SOLUTION 1 MAIN STREET ADDRESSES				
Address Listed	Parcel Number	Description		
37 Main Street	157-0032-018-0000	Empty Lot	101 F St.	Change
37 Main Street	157-0032-034-0000	Turtle Island Art	37 Main St.	No Change
38 Main Street	157-0034-019-0000	El Rio Laundromat	201 F St.	Change
40 Main Street	157-0034-002-0000	40 Main Art Studio	38 Main St.	Change
40 Main Street	157-0034-003-0000	Empty Lot	40 Main St.	No Change



Solution 2 suggested change in red: parcel 157-0032-018-000 to 101 F Street and parcel 157-0034-003-0000 to 40 ½ Main Street.

SOLUTION 2 MAIN STREET ADDRESSES				
Address Listed	Parcel Number	Description		
37 Main Street	157-0032-018-0000	Empty Lot	101 F St.	Change
37 Main Street	157-0032-034-0000	Turtle Island Art	37 Main St.	No Change
38 Main Street	157-0034-019-0000	El Rio Laundromat	38 Main St.	No Change
40 Main Street	157-0034-002-0000	40 Main Art Studio	40 Main St.	No Change
40 Main Street	157-0034-003-0000	Empty Lot	40½ Main St.	Change



FISCAL IMPACT

There will be a nominal fee for the City to register and record the addresses changes.

RECOMMENDATION

It is recommended City Council receive report and comment, and set a public hearing for the April 23, 2024 City Council Meeting.

ATTACHMENT:

None

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

By: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, Deputy City Clerk



City of Isleton

City Council Staff Report

DATE: February 13, 2024

ITEM#: 7.C

CATEGORY: Old Business

REVIEW AND COMMENT MOFFATT & NICHOLS BOAT LAUNCH FEASIBILITY STUDY

SUMMARY

Moffatt and Nichols completed the Isleton Boat Launch Feasibility Report. Based on their report and their professional experience, the project is feasible and would meet the City objectives for a boat launching facility. This boat launch facility with the public dock will encourage more boaters to enjoy visiting, fishing and recreational fun in the City and the Sacramento River Delta. These activities will also bring economic growth to the City as it is walking distance to the downtown historical districts and local businesses on 2nd Street.

BACKGROUND/DISCUSSION

There is no public boat launch facility on the West side of the Sacramento River and due this boating activities have declined in the City. The City applied for a boat launch facility grant through Boating & Waterways Department and was given a \$200,000 grant for a feasibility study. This study has been completed staff is requesting City Council to review and comment.

Since this report confirms the boat launch facility is feasible City staff submitted a construction application for the Division of Boating and Waterways Local Assistance Boat Launching Facility Grant Program FY 24. This grant will provide local governments grant funding for the construction or improvement of boat launching ramps, restrooms, boarding floats, shore protection, parking for vehicles and boat trailers, and ancillary items. Also included in the grant are monies to pay for engineering, construction inspection, permits from regulatory agencies, special studies, construction contingency and other project related costs. The primary purpose of the grant is to provide and improve access to California waterways by the recreational boating public using trailerable watercraft.

FISCAL IMPACT

There is no fiscal impact with this review and comment phase. The feasibility study costs is funded by the Department of Parks and Recreation Division of Boating and Waterways Grant Agreement C4133066 for \$200,000. To date approximated \$17,000.00 has been expended.

Staff costs to submit application for the construction phase for the Department of Parks and Recreation Division of Boating and Waterways Local Assistance Boat Launching Facility Grant Program FY24.

RECOMMENDATION

- A. It is recommended that the City Council review and submit comments

ATTACHMENTS

1. Moffatt & Nichol Boat Launch Facility Feasibility Report

Prepared by: Diana O'Brien, Admin. Asst./Grants Manager

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, City Clerk



moffatt & nichol

BOAT LAUNCH FACILITY FEASIBILITY REPORT

City of Isleton

Produced For: City of Isleton

Date: January 2024



moffatt & nichol

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Document Verification

Client	City of Isleton
Project name	Boat Launch Ramp Feasibility Report
Document title	BLF Feasibility Report
Document sub-title	—
Status	Draft
Date	January 2024
Project number	232383
File reference	Isleton BLF Feasibility Report.docx

Revision	Description	Issued by	Date	Checked
01	Draft Feasibility Report	N. Nichols	Jan 19, 2024	R. Dornhelm
02	Feasibility Report	N. Nichols	Jan 31, 2024	

Produced by:
 Moffatt & Nichol
 2185 N. California Blvd, Suite 500
 Walnut Creek, CA 94596
 925.944.5411
www.moffattnichol.com



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1. Executive Summary

The purpose of this report is to present the results of the Engineering Feasibility Study performed by Moffatt & Nichol (M&N) for the City of Isleton's Proposed Boat Launch Facility (BLF) project. Based on our professional experience, the project is feasible and would meet the City objectives for a boat launching facility to improve Sacramento River access for boaters and continue to revitalize the downtown area. The BLF would function in conjunction with the City's public dock to encourage boaters to visit and enjoy the City.

The proposed BLF includes a single-lane launch ramp supported on piles, with a continuous boarding float system supported by guide piles. The use of a pile-supported ramp eliminates the need for fill in the river, minimizing impacts to river hydraulics and significantly reducing environmental impacts. The ramp and dock will be operational from typical low water and high water elevations, and accommodate extreme high (and low) water events as well.

The ramp structure is expected to consist of precast concrete or steel piles and framing, with a precast concrete V-grooved deck. Curbs will be provided around the perimeter to prevent vehicles from driving off the edges. The dock is expected to be steel framed (hot-dip galvanized) and supported by steel pipe guide piles.

The roadway (1st Street) leading to and from the launch ramp will be surfaced with asphalt concrete (AC) pavement. Existing AC will be removed and repaved. A staging lane will be constructed at the head of the ramp to allow vehicles towing a trailer to turn into and back down the launch ramp in a straight path of travel.

Parking is expected to be developed on a vacant parcel of land approximately 1000-ft away, with a total of 18 car-trailer spaces provided (16 standard and 2 accessible). On-street parking is readily available on adjacent streets to provide additional parking capacity.

Several private properties will need to be acquired by the City to construct the BLF; the property owners have been contacted and the City is expecting to be able to purchase the properties based on discussions with the owners. The cost of property acquisition has not been included in the project cost estimate.



2. Project Background

The City advertised a Request for Proposals (RFP) dated November 23, 2022 for “Professional Services for Site Feasibility & Design Services Associated for the Isleton Boat Launching Facility Project, State of California Natural Resources Agency, Department of Parks and Recreation, Division of Boating and Waterways Project, Isleton BLF (1186) Grant Number C4133066, City of Isleton CIP #23-03.” This RFP included a scope of services summarized below.

Consultant Scope of Services

The consultant will perform all engineering and related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Feasibility reports, design development, hazardous materials inspection (if any), bid documents, bidding support, and construction support services, as further detailed below.

Although the RFP was not awarded to a consultant, the City subsequently contracted with M&N to perform the first task listed in the RFP – to prepare an Engineering Feasibility Report sufficient to determine feasibility of the proposed project, document the design concept for further development by the City, and present the project concept to the Division of Boating and Waterways (DBW) Commission for grant funding approval. The scope of the Feasibility Report is based on the scope described in the RFP, focusing on the following paragraphs:

...This facility will consist of a new boat ramp, ADA path of travel, modified driveways and parking lots, signage, utilities, lighting, and payment stations. Planning activities will include development of a cost estimate for construction of the facility.

The feasibility report must be approved as a prerequisite for the Commission approval of grant funding.

...

The consultant shall prepare a feasibility report outlining recommendations for the improvement. Additional alternatives (if any) shall be proposed in the report, including a schematic drawing of each, alternative improvement and cost estimates (design, installation and Operation and Maintenance costs). The proposed solutions shall be based on the consultant's professional expertise and experience and shall take into consideration numerous factors including existing heritage sycamore trees, installation cost, operational and maintenance costs, efficiency, boat ramp operational life, and input from City staff.

This Feasibility Report is intended to present the design concept that was developed and to allow DBW to review the project for the purposes of approving the City's grant funding application.



3. Existing Conditions

The proposed project site is located along the south bank of the Sacramento River immediately downstream of the existing Public Dock (Waterfront Marina) facility. This facility includes a fixed pier, gangway, accessible elevator system, and floating dock; the upstream portion of the dock serves for vessel berthing and the downstream portion serves as a fishing dock.

The project site is adjacent to the William Ramos Public Park and Recreation Area, which includes a 14-space (1 accessible) public parking lot and restroom located between 1st Street and River Road. The restroom is serviceable, but in declining condition; the City has indicated a possible need for a replacement restroom that would be a prefabricated two-unit unisex accessible restroom.

The levee crest is paved and is a public street (1st Street); its upstream end meets a short private paved driveway, and the downstream end provides access to several private properties on both the inboard and outboard sides of the levee. The upstream and downstream ends of 1st Street intersect River Road (SR 160). 1st Street is very narrow and is nominally a two-way street based on signage, but street markings indicate one-way traffic (eastbound) only. Concrete block walls are on both sides of 1st Street, at the top of the stairway from the parking lot and at the public dock entrance.

An aluminum gangway leads from the levee onto the floating dock, which is equipped with an accessible elevator and stairs providing access from the elevated platform on the floating dock to the dock itself. The dock is supported by steel pipe guide piles, and the fishing dock portion of the dock is provided with guardrails along the dock edge.

The levee crest appears to be approximately 20-ft wide based on the existing pavement width, and ranges in elevation from +19' NAVD at the west end to +17' NAVD at the east end; most of the levee is at elevation +18' NAVD. A number of mature trees exist on both the inboard and outboard levee slopes, with the largest trees on the outboard (river) levee slope.

Existing utilities include overhead lines (power and communication) serving the properties on the outboard side of the levee. These lines are supported by timber poles on both sides of 1st Street.



4. Proposed Design Concept

4.1. Launch Ramp

Due to the site constraints, the typical launch ramp layout with a 60-ft diameter turnaround area at the head of the ramp is not possible. Furthermore, the typical alignment of a launch ramp along the levee slope (approximately shore-parallel) is not possible due to property constraints. Instead, the proposed ramp extends into the river at an approximately 60-degree angle to the shoreline, terminating in the deeper portion of the river. Accordingly, the ramp should not be constructed on fill, as it would reduce the river cross-section and potentially raising the river hydraulic grade line, and also subject the ramp to higher flow velocity and resulting erosive forces. The conceptual layout of the launch ramp is shown in Figure 1 below.

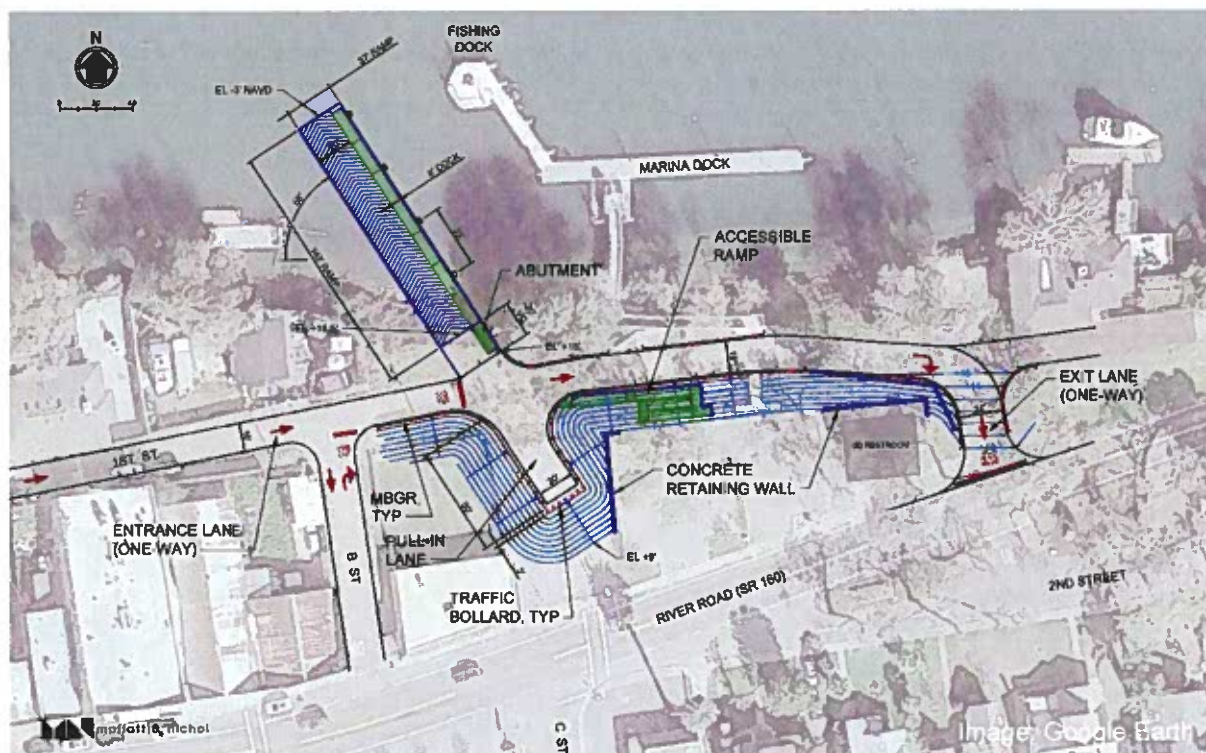


Figure 1 – Launch Ramp Conceptual Plan

The ramp is proposed to be constructed on piles which would not significantly affect river hydraulics and the ramp itself (other than the piles) would not be subject to erosion or scour issues. The location of the ramp being further into the river also improves ramp self-cleaning to reduce the tendency of launch ramps to accumulate sediment.

A single-lane, 14% grade launch ramp is provided that is approximately 145' long and 20' wide, with its lower end at elevation -3' to provide 4-ft of water depth at design low water elevation (-1' NAVD). The precast concrete ramp surface will be v-grooved per DBW standards by using a formliner during casting of the panels. The panels will rest on precast concrete or steel beams that are attached to the ramp piles; piles may be precast concrete or steel pipe. An HDPE or steel curb will be provided along the sides and bottom of the ramp to prevent vehicles from driving off the edges. Floodlighting will be provided at the upper end of the ramp for general area lighting and to improve safety and security at the site.



To allow vehicles with trailers to prepare to back down the ramp, a "pull-in" lane is provided landward of the levee crest, in alignment with the launch ramp and at the same elevation as the levee crest. Vehicle-trailers pull into the lane to line-up with the launch ramp and prepare their boat for launching prior to backing down the ramp. The launch ramp and pull-in (boat-ready) lane profile are shown in Figure 2 below.

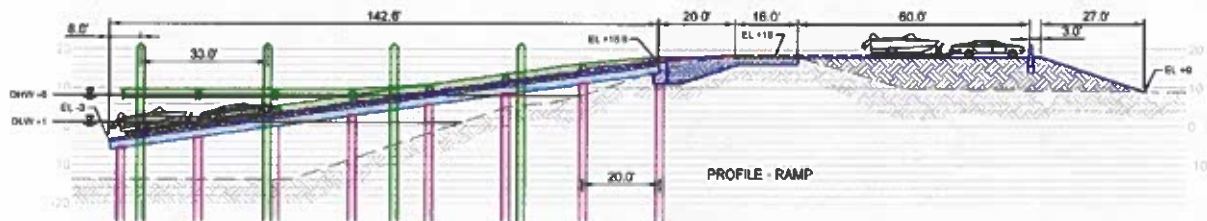


Figure 2 – Launch Ramp and Boat-Ready Lane Profile

4.2. Launch Dock

A 6-ft wide, 140-ft long boarding float dock will be provided on the upstream end of the ramp. The dock will be continuous, connected at its upper end to a fixed abutment and allowed to float over its length; steel pipe piles will restrain the floating dock. Piles will extend above the levee crest elevation to ensure the dock does not float off the guide piles during extreme river stage events.

The dock is expected to be HDG steel-framed with concrete or composite lumber decking and HDPE flotation pontoons. The launch dock will also serve as a debris barrier and would need to be designed to be able to resist impact loads due to floating debris.

4.3. Roadway Access

Vehicle-Trailers approach the launch ramp from the west via 1st Street, which is accessed from River Road to the west or A Street and B Street to the south. Vehicle-Trailers exiting the launch ramp proceed east on 1st Street, which turns right and drops down to meet River Road (SR 160). 1st Street is relatively narrow for two-way traffic (as indicated by signage) and may require some modification to provide adequate width for existing two-way traffic or to convert the road to one-way (eastbound) traffic.

The pull-in lane will be constructed on fill placed on the inboard levee slope and the area adjacent to the existing parking lot. The lane will be sized to allow complete pulling in and straightening of the vehicle-trailer. A combination of steel pipe bollards and metal beam guardrail (MBGR) will be installed to prevent vehicles from leaving paved roadway areas. The pull-in lane also allows boaters to prepare to make their boat/trailers ready for launching without blocking 1st Street.

Due to the overhead utility lines, use of the roadways will be limited to vessels without masts.

4.4. Parking

The existing parking lot near the launch ramp is sized for vehicles only and is primarily to serve the dock and restroom. Vehicle-trailer parking is proposed nearby at the vacant lot west of A Street and south of 2nd Street.

Figure 3 depicts the parking lot layout concept, which provides 18 vehicle-trailer spaces (16 standard spaces and 2 accessible spaces). Each space is 40'L x 12'W, oriented at 90-degrees to the aisle, and is for back-in parking only. This amount of parking is estimated to be adequate for the number of daily launches that are anticipated, with overflow parking allowable on-street.



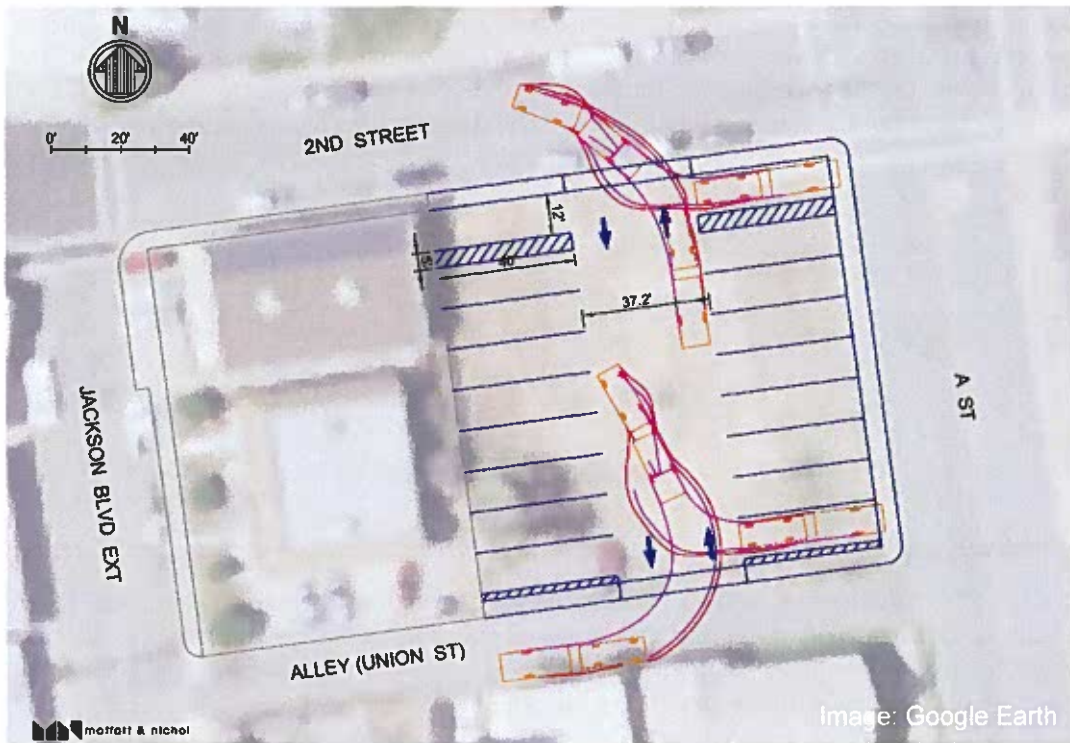


Figure 3 – Parking Lot Layout

The walking distance from this parking lot to the top of the launch ramp along B Street and 1st Street is approximately 730 feet. Alternatively, boaters could walk a longer distance along River Road to the east and cross into the William Ramos Public Park and Recreation Area parking lot (and restroom), then proceed up a proposed series of ramps and landings to the launch ramp. See Figure 4 showing the parking lot and primary accessible route from the parking lot to the launch ramp.



Figure 4 – Parking Lot and Accessible Route



5. Property Acquisition

The project will require acquisition of two properties east of B Street, north of River Road, shown highlighted in red in Figure 5 below. Acquisition of these properties will allow fill and fill embankments to be constructed for the turn-in lane for vehicles to back down the launch ramp. The City has recently confirmed that the property owners are willing to sell the properties to the City.

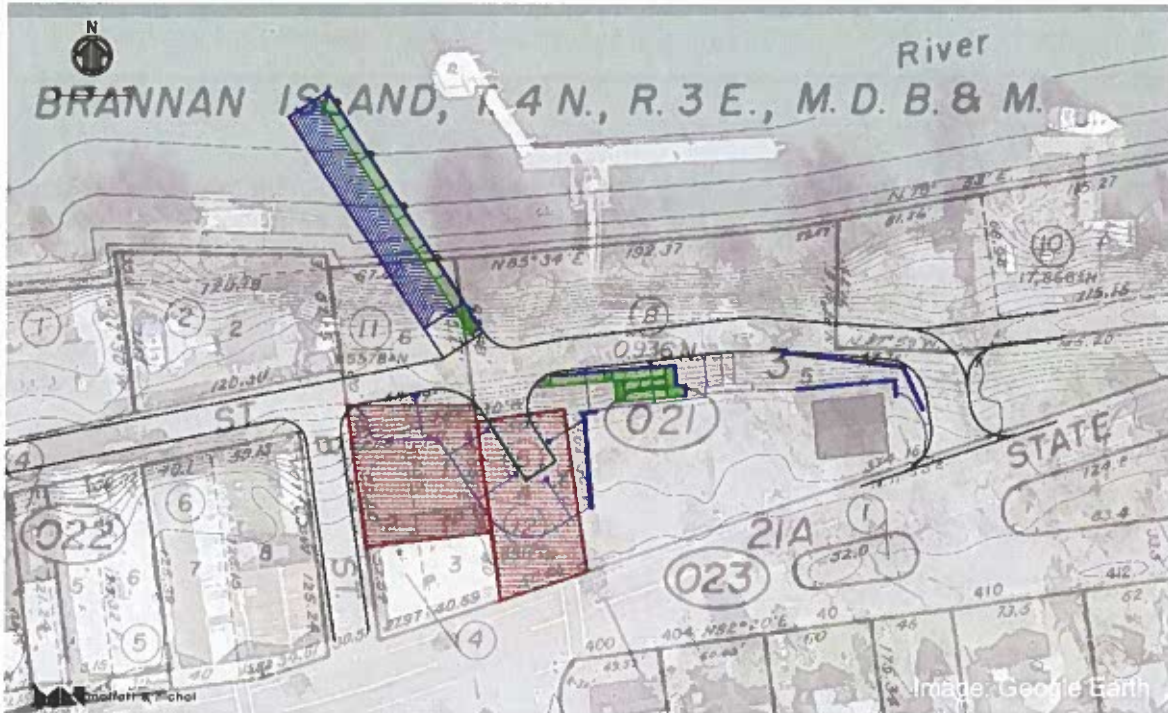


Figure 5 – Proposed Plan with Existing Property Lines

6. Environmental & Permitting

6.1.1.1. Levee Encroachment Permit

Work affecting the levee will need to be reviewed and permitted by the Brannan-Andrus Levee Maintenance District (BALMD). Specifically, pile installation within the levee prism, fill on the levee slopes, and excavation or fill on the levee crest will be within BALMD purview. Additionally, any fill in the river would need to demonstrate that river hydraulics are not significantly affected and that levee erosion is not likely to result from the project. The removal of mature trees from the levee slopes will also be an important consideration.

6.1.1.2. CEQA

Compliance with the California Environmental Quality Act (CEQA) is required associated with this proposed project. The level of environmental document is anticipated to be an Initial Study (IS) leading to a Mitigated Negative Declaration (MND). The IS/MND will address CEQA environmental impacts in/around the project site and the City of Isleton. Compliance with AB-52 will be required, which includes consultation with Native American Tribes to be completed during the preparation of the IS/MND. The project is located within the United States Geological Survey (USGS) Isleton Quadrangle, and the following three sensitive fish species may be present within the project site: (1) steelhead - Central Valley DPS (*Oncorhynchus mykiss irideus*) – federal threatened, (2) green sturgeon - southern DPS (*Acipenser medirostris*) - federal threatened, and (3) longfin smelt (*Spirinchus thaleichthys*) – federal candidate and state threatened.

Technical studies to support the preparation of the IS/MND include (but not limited to) the following:

- Air Quality (construction)
- Biological Resources
- Cultural Resources
- Construction Noise
- Hazardous Materials

6.1.1.3 Permitting

The City is expected to issue grading and building permits for the fill on the landside of the levee, excavation and

Anticipated permits include:

- Brannan-Andrus Levee Maintenance District – Encroachment Permit
- Central Valley Regional Water Quality Control Board – 401 Water Quality Certification
- U.S. Army Corps of Engineers – Section 404 Permit
- U.S. Fish and Wildlife/National Marine Fisheries Service– Biological Opinion (impacts to federally listed species, if needed)
- California Department of Fish and Wildlife – Streambed Alteration Agreement and 20841 Incidental Take Permit (impacts to state listed species, if needed)



7. Conceptual Cost Estimate

Based on the proposed launch ramp conceptual design, we have developed a conceptual estimation of the cost of construction, shown in Table 1 below. This estimate is based on a concept-level quantity takeoff and unit prices based on recent similar projects and professional judgement.

Table 1. Conceptual Cost Estimate (2023 prices)

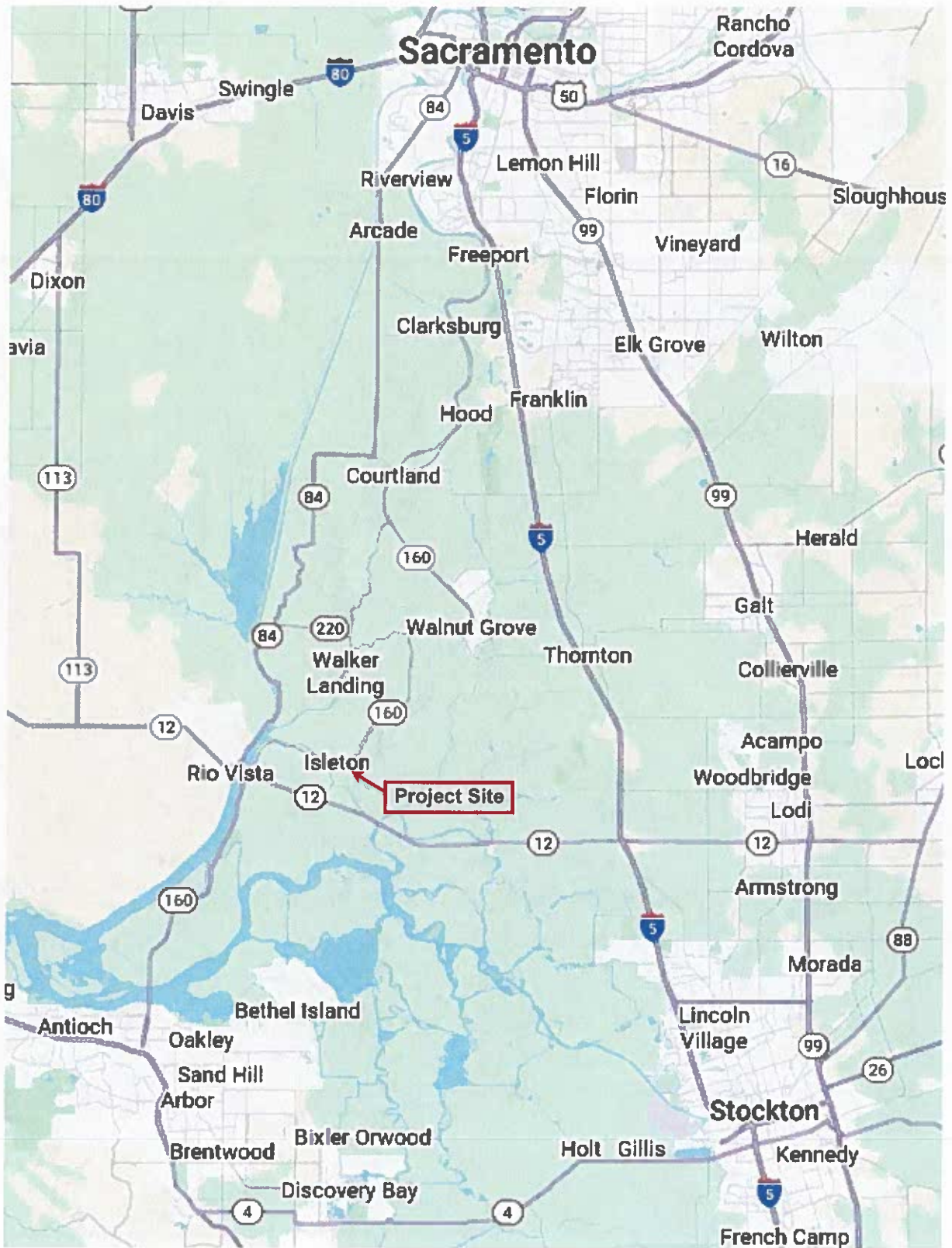
City of Isleton BOAT LAUNCH RAMP Conceptual Cost Estimate					
1/16/2024					
Item	Bid Description	Qty	Units	Unit Price	Total
1	MOBILIZATION & DEMOBILIZATION	1	LS	\$ 131,000	\$ 131,000
2	DEMOLITION	1	LS	\$ 95,000	\$ 95,000
3	TEMPORARY FACILITIES	1	LS	\$ 2,500	\$ 2,500
4	CONCRETE PILES	16	EA	\$ 18,000	\$ 288,000
5	PRECAST CONCRETE BEAMS	54	CY	\$ 2,500	\$ 135,000
6	PRECAST RAMP PANELS (V-GROOVED)	3750	SF	\$ 70	\$ 262,500
7	CONCRETE ABUTMENT & RAMP	30	CY	\$ 1,500	\$ 45,000
8	STEEL GUIDE PILES	4	EA	\$ 15,600	\$ 62,400
9	FLOATING DOCK	840	SF	\$ 195	\$ 163,800
10	EARTHWORK	2400	CY	\$ 116	\$ 278,400
11	ROADWAY PAVEMENT	180	TON	\$ 356	\$ 64,000
12	GUARDRAILS & BOLLARDS	1	LS	\$ 98,400	\$ 98,400
13	RETAINING WALL	1	LS	\$ 23,400	\$ 23,400
14	CONCRETE ACCESSIBLE RAMP	1	LS	\$ 30,000	\$ 30,000
15	PARKING LOT	1	LS	\$ 92,500	\$ 92,500
Base Bid Subtotal					\$ 1,771,900
Base Bid Project Subtotal					\$ 1,771,900
Contingency				25%	\$ 443,000
Base Bid Project With Contingency					\$ 2,214,900

We estimate the Conceptual Project cost (including 25% Contingency) to be approximately **\$2,215,000** based on current unit costs. Note that costs for property acquisition are not included in this estimate; this is based on construction costs only. Although the property values are not known at this point, the two unimproved properties the City plans to acquire currently show Sacramento County assessed property values totaling \$76,202.



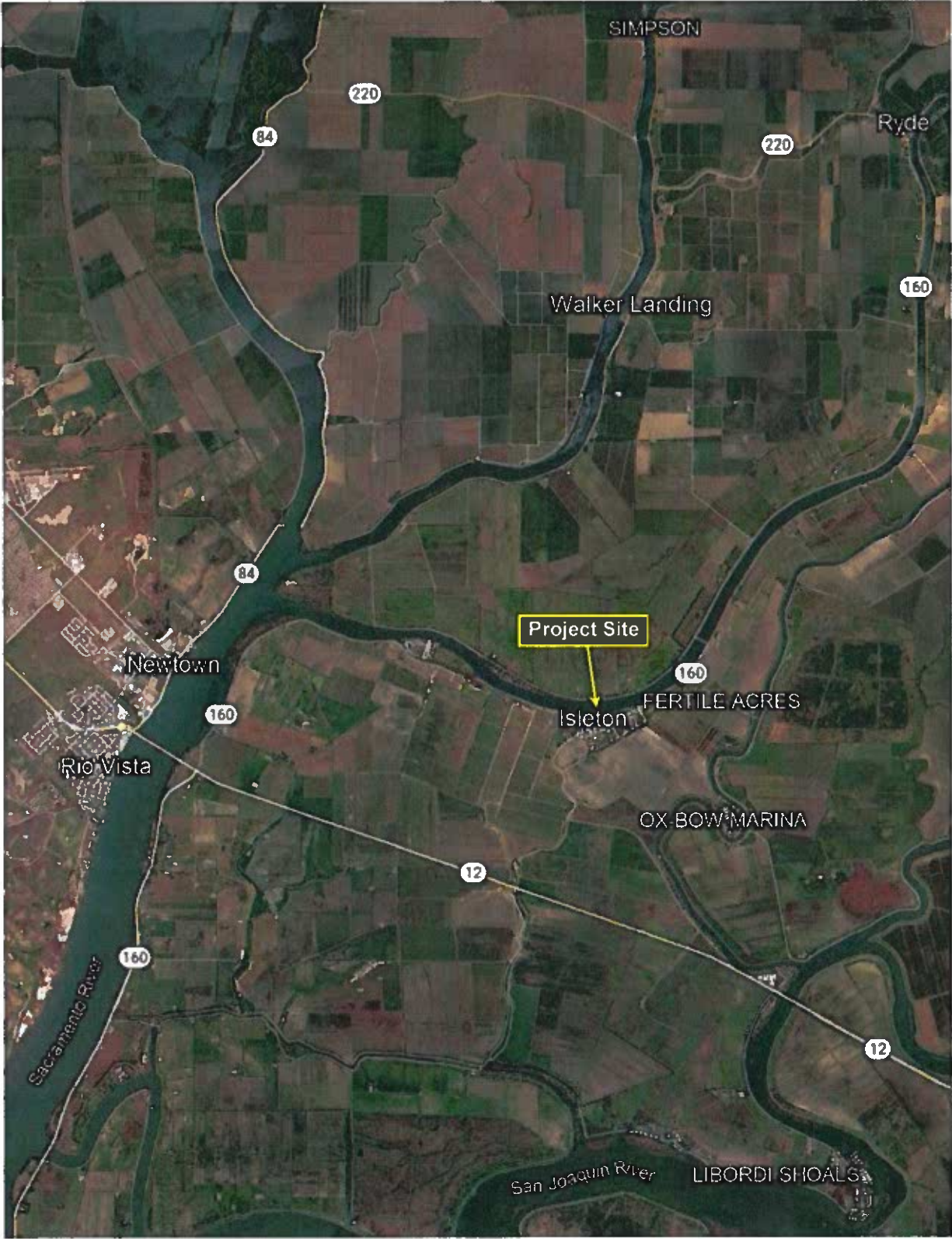
Appendix A. Project Setting





Project Location



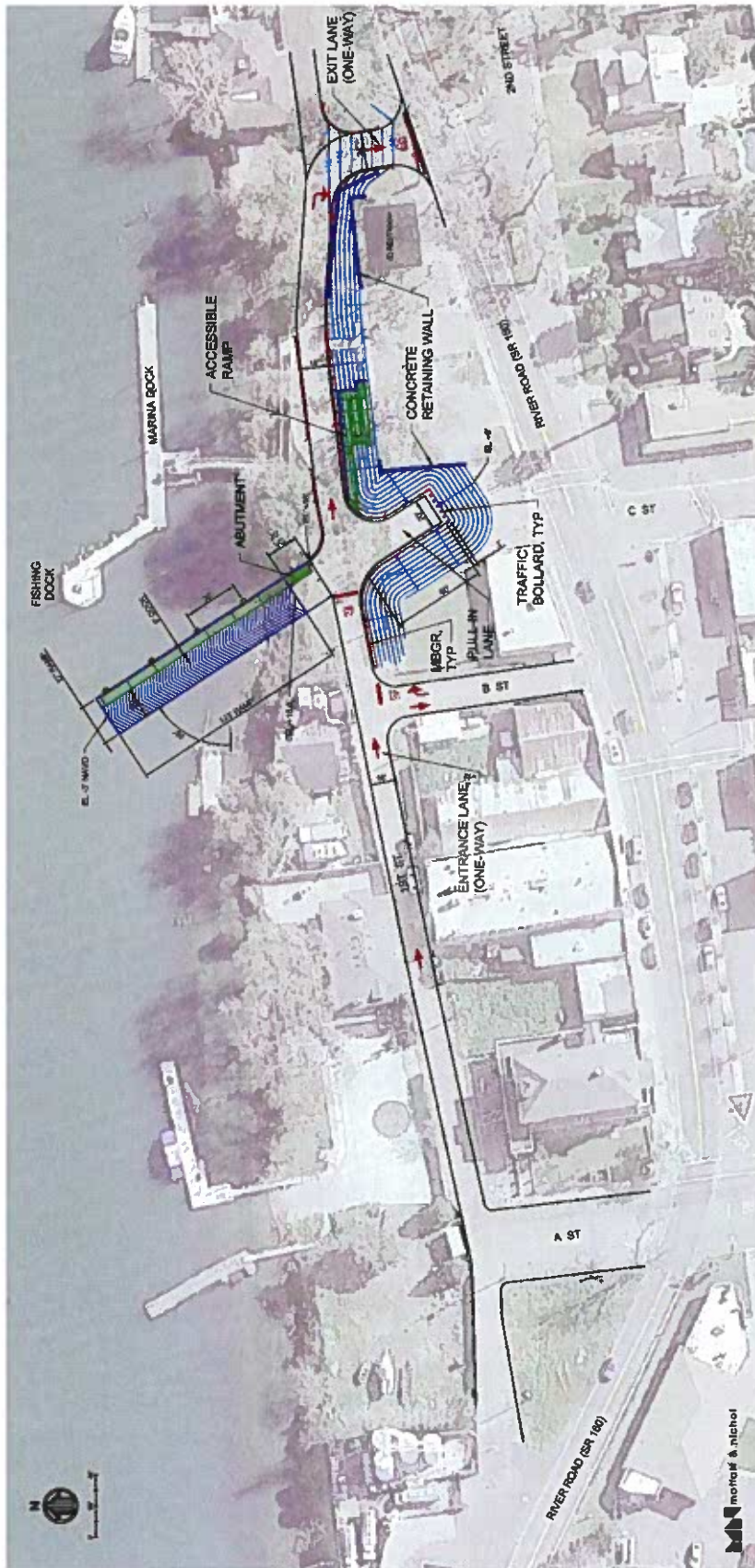


Project Vicinity



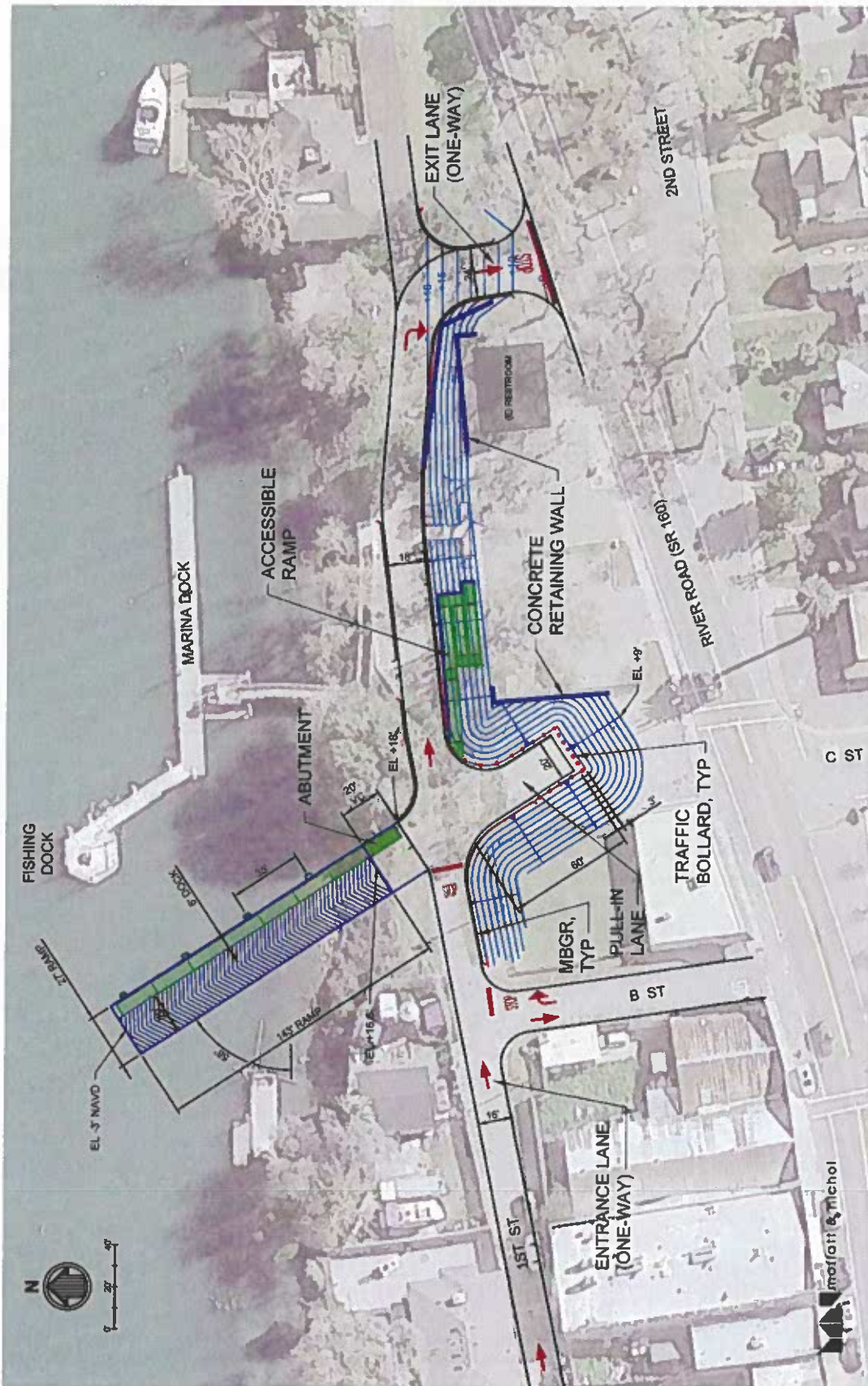
Appendix B. Conceptual Design Figures





Site Plan

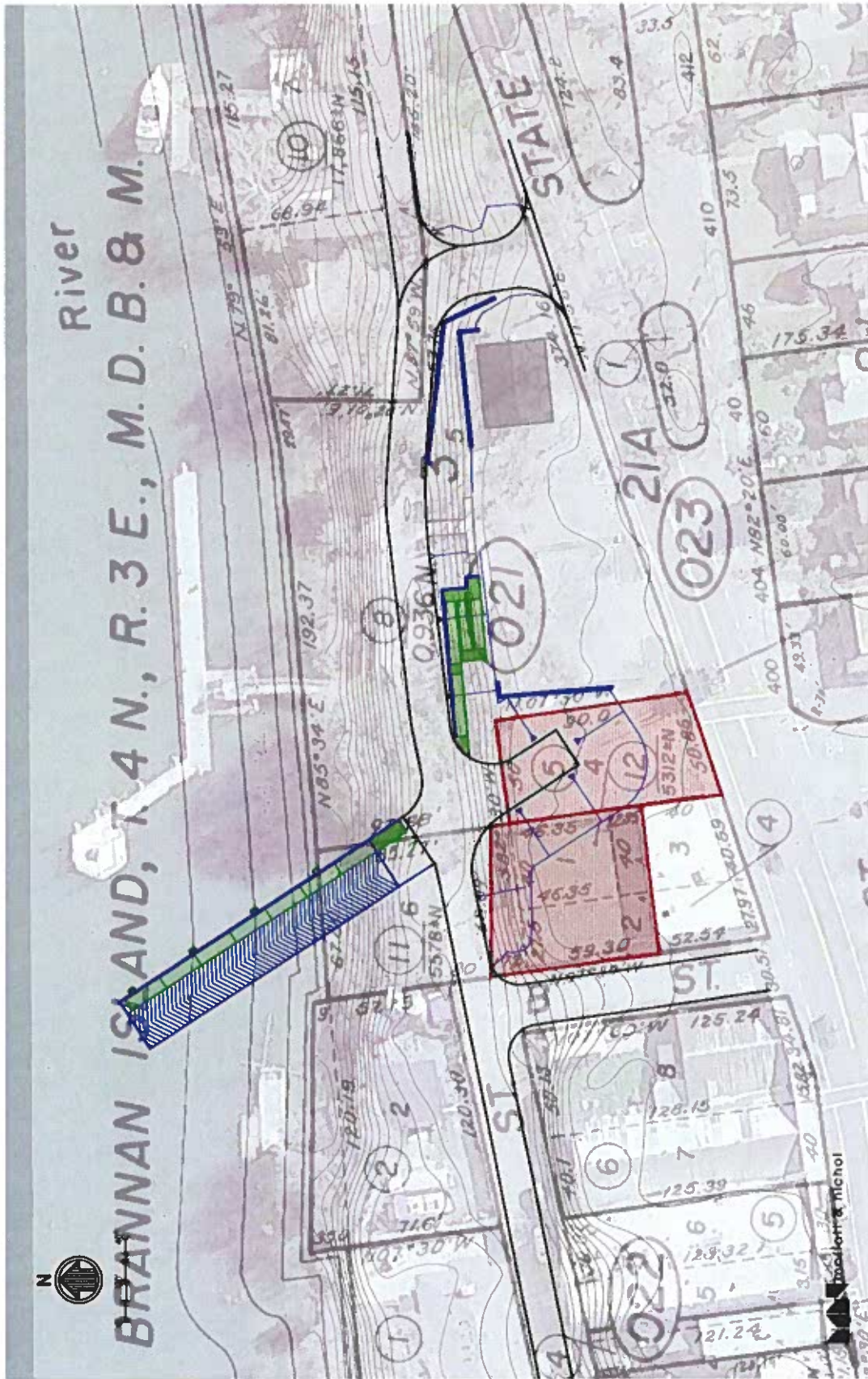




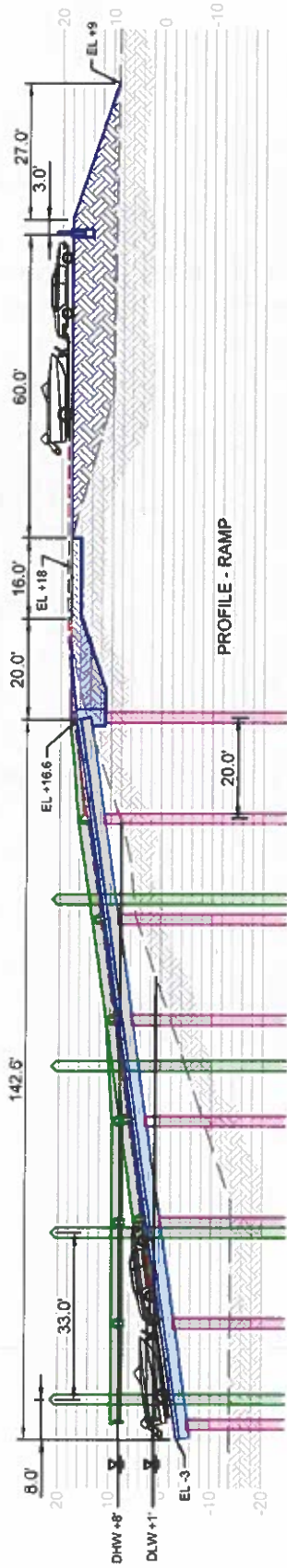
Detailed Plan



moratti & nichol

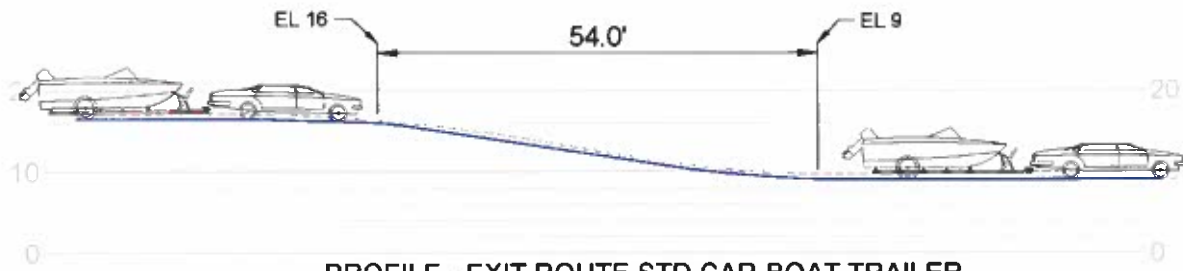


Plan with Property Lines

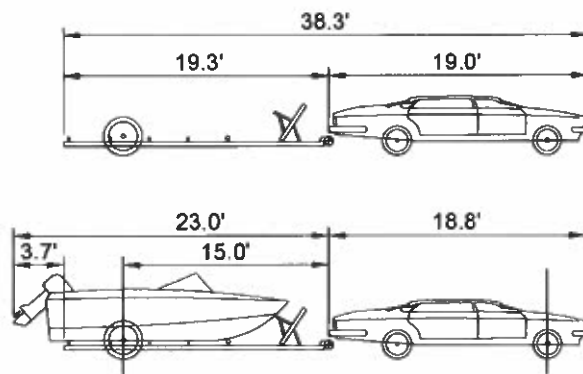


Launch Ramp and Boat Ready Lane Profile





PROFILE - EXIT ROUTE STD CAR-BOAT TRAILER



Design Vehicle - Car-Boat Trailer

Appendix C. Site Photos





Photo 1 – Looking East along 1st Street from B Street



Photo 2 – Looking South on B Street from 1st Street



Photo 3 – Looking West on 1st Street from B Street



Photo 4 – Looking East on 1st Street near proposed launch ramp





Photo 5 – Location of proposed launch ramp looking downstream



Photo 6 – Location of proposed launch ramp



Photo 7 – Location of turn-in lane, looking toward levee along launch ramp alignment



Photo 8 – Looking along 1st Street at east connection to River Road



11

City of Isleton

City Council
Staff Report

DATE: February 13, 2024

ITEM#: 7D

CATEGORY: Old Business

CITY COUNCIL OF THE CITY OF ISLETON TO APPROVE DEPARTMENT OF TRANSPORTATION MASTER AGREEMENT FOR STATE-FUNDED PROJECTS

SUMMARY

Caltrans is requesting the City to renew the Department of Transportation City's Master Agreement for State-Funding Projects. In addition to the Master Agreements, the California Department of Transportation (Caltrans) issues Program Supplements, Program Supplements, Fund Exchange and/or Fund Transfer Agreements for each individual project.

BACKGROUND/DISCUSSION

The City Council adopted Resolution 01-24 on January 9th approving Mayor, City Manager or City Engineer to sign Master Agreements, Program Supplements, Program Supplements, Fund Exchange and/or Fund Transfer Agreements for each individual project.

Staff requests City Council approve renewal for this Department of Transportation Master Agreement for State-Funded Projects.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff is requesting City Council approve renewal for the Department of Transportation Master Agreement for State-Funded Projects.

ATTACHMENTS

- A. Master Agreement Administering Agency-State Agreement for State-Funded Projects

Prepared by: Diana O'Brien, Admin. Asst./Grants Manager

Reviewed by: Charles Bergson, City Manager

Submitted by: Yvonne Zepeda, City Clerk

**MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
STATE-FUNDED PROJECTS**

03 City of Isleton

District Administering Agency

Agreement No. 03-5260S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Isleton, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.
11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.
12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.
13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.
14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.
15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

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

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Isleton

By _____

By _____

Chief, Office of Project Management
Oversight
Division of Local Assistance

City of Isleton

Representative Name & Title
(Authorized Governing Body
Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

City of Isleton

Special City Council Staff Report

DATE: February 13, 2024

ITEM#: 7.E

CATEGORY: Old Business

RESOLUTION NO. 03-24 ADOPTING A CONFLICT OF INTEREST CODE

SUBJECT

The Political Reform Act, Government Code 87100-87313, requires each public agency in California to adopt a conflict of interest code.

SUMMARY

Government Code Section 87100 of the Political Reform Act (the "Act") prohibits a public official at any level of state or local government from making, participating in making, or attempting to use the official's position to influence a governmental decision in which the official knows or has reason to know the official has a financial interest. Government Code Section 87103 provides that an official has a "financial interest" within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect on one or more of the official's interests as identified and distinguishable from the decision's effect on the public generally.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 03-24, adopting a Conflict of Interest Code.

ATTACHMENTS

- Resolution No. 03-24 and FPPC overview of Conflict of Interest under the Political Reform Act.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

RESOLUTION NO. 03-24
ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the City Council of the City of Isleton has adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87100 and 87306; and

WHEREAS, the City Council of the City of Isleton has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Isleton adopts the following Conflict of Interest Code 87300-87313, including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 13th day of February 2024, at a meeting, by the

following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Yvonne Zepeda, Deputy City Clerk of the City Council of the City of Isleton of Isleton, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on the date shown above and by the vote above stated, which resolution is on file in the office of said Board.

Deputy City Clerk, Yvonne Zepeda

Mayor, Pamela Bulahan



An Overview of Conflicts of Interest Under the Political Reform Act

May 2022

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City of Isleton

City Council
Staff Report

DATE: February 13, 2024

ITEM#: 7.F

CATEGORY: Old Business

CITY BUDGET FISCAL YEAR 2024-2025, PRESENTATION OF DRAFT BUDGET

SUBJECT:

In conformance with duties described in the Isleton Municipal Code 2.12.020 H, presented to the City Council is the draft budget for the City for Fiscal Year 2024-25. Council is being requested to receive the budget and set a public hearing for the budget.

DISCUSSION

The Fiscal Year 2024-25 (FY25) Budget is larger than previous year with an overall 9.9% increase. This increase is due primarily from increases in property taxes, sales taxes and new revenues sources. The new recreational vehicle park and the reopening of the Highway 160 cannabis businesses along with the tax increases will raise revenue approximately \$250,000 in FY25. There are also large grants funds associated with road and sewer improvements for which the City will receive an additional approximate \$100,000 for project administration. This amount has not been placed in the revenues until confirmation is received from the Water Board (for the Sewer Collection Replacement project) and from the State (for the traffic safety and Main Street improvements).

Expenses are generally held to the same level as the previous fiscal year with the majority of the increases scheduled for police services and the Fire Department.

Due the Winter storms of 2023 the City has also incurred extraordinary expenses in the range of over three quarter of a million dollars. These are not budgeted expenses and are scheduled to be covered by the Federal Emergency Management Agency, the State Office of Emergency Service, the State Water Board, and insurance claims. The City has not been fully reimbursed for these expenses to date, however the emergency agencies indicated that the City will be reimbursed an amount ranging from \$600,000 to \$1,000,000.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

To receive the City of Isleton Draft Budget for Fiscal Year 2024-2025 and set a date for a public hearing.

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

Reviewed by: City Manager, Charles Bergson _____

City of Isleton - Budget Fiscal Year 2024-25

Budget FY25

Budget Review, draft

Charles Bergson City Manager
Nancy Clymer Finance Manager

City Hall, 101 Second Street, Isleton, California 95641

City of Isleton - budget FY 2024-25

FY24-25

REVENUES

DRAFT

FY24

FY25

Annual

Annual

Lic perm fees, admn,bldg		\$ 50,000		\$ 60,000
Develp Aggrmnt fees		\$ 140,000		\$ 220,000
Property taxes		\$ 240,000		\$ 250,000
Sales and Use tx		\$ 420,000		\$ 540,000
SLEF-1 (COPS)		\$ 100,000		\$ 100,000
Program Income		\$ 60,000		\$ 90,000
(Bldg, Pking, Rec, Biz)				
LLAD - Village on Delta		\$ 16,000		\$ 21,000
Co.Meas A - new		\$ 69,000		\$ 69,000
Co.Meas B - old	to capital			
		\$ -		\$ -
Measure L (prev C)		\$ 100,150		\$ 100,150
Frachise fees, pge,CalWste		\$ 70,000		\$ 70,000
Sewer Enterprise Fund		\$ 600,000		\$ 600,000
LTF (Local Transp Fund)		\$ 87,000		\$ 87,000
TDA		\$ 10,000		\$ 10,000
HUTA		\$ 25,000		\$ 25,000
CIP overhead		\$ 50,000		\$ 50,000
City rda		\$ 100,000		\$ 100,000
Fire , 2021, Ms-B		\$ 100,000		\$ 100,000
SB-1, roads		\$ 50,000		\$ 50,000
SB-2, Planning		\$ 120,000		\$ 120,000
Prop 172		\$ 15,000		\$ 15,000
SB 1383 (FY23 only)		\$ -		\$ -
Strike Force, Fire		\$ 20,000		\$ 20,000
Parking Enforcment		\$ 20,000		\$ 20,000
CARES Act rev	total	\$ -		\$ -
ARP, SacCo		\$ 120,000		\$ 120,000
		\$ 2,582,150		\$ 2,837,150

City of Isleton - budget FY 2024-25

**FY 2024-25
EXPENSES**

DRAFT

		FY24	FY25
		Annual	Annual
1	Administration	\$ 353,400	\$ 353,400
2	City Council	\$ 100,750	\$ 100,750
3	Sheriff/Police	\$ -	\$ 320,000
4	Fire	\$ 360,000	\$ 430,000
5	Public Works	\$ 230,000	\$ 253,000
6	Planning	\$ 90,000	\$ 120,000
7	Debt Service & paydowns	\$ 325,000	\$ 325,000
8	Parks & Recreation	\$ 20,000	\$ 20,000
9	Building	\$ 70,000	\$ 75,000
10	Finance	\$ 128,000	\$ 150,000
11	Wastewater	\$ 290,000	\$ 290,000
12	Veh Internal Services Fund	\$ 50,000	\$ 50,000
13	Fac Internal Services Fund	\$ 40,000	\$ 40,000
14	Adm Internal Serv. Fund	\$ -	\$ 310,000
15	CARES - programs		
16	American Recovery PI		
	total	\$ 2,057,150	\$ 2,837,150

Administration					1	DRAFT	
FY 2024-25 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
				2023			
				Actual ++			
			EXPENDITURES				
			SALARIES & WAGES			\$266,400	\$266,400.00
			Dep City Clerk	\$72,000			
			City Manager	\$130,000			
			GrantManager	\$50,000			
			Office Asst	\$14,400			
			OPERATING EXPENSES				
			Contracts	maint bldgs		\$7,000	\$7,000.00
			Code Enforcement			\$45,000	\$45,000.00
				computers		\$20,000	\$20,000.00
			Equipment				
			Supplies			\$15,000	\$15,000.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$353,400.00	\$353,400.00
			Administration			\$353,400	\$353,400

CITY COUNCIL

2

FY 2024-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			SALARIES & WAGES		
			Council	\$6,000	\$6,000.00
			OPERATING EXPENSES		
			Contract	\$0	
			Attorney	\$92,650	\$92,650
			Equipment	\$2,100	\$2,100.00
			Supplies	\$0	
			Mileage	\$0	
			TOTAL OPERATING EXPENSES	\$100,750	\$100,750
			CITY COUNCIL BUDGET	\$100,750	\$100,750
					\$0

Sheriff - - Police				3		
FY 2024-25 Budget				DRAFT		
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
			EXPENDITURES			
			SALARIES & WAGES			
			OPERATING EXPENSES			
			Law Enforcement		\$200,000	\$280,000
			Reserve		\$30,000.00	\$40,000.00
			Code Enforcement		\$0.00	\$0.00
			Equipment			
			Supplies			
			Mileage			
			TOTAL OPERATING EXPENSES		\$230,000.00	\$320,000.00
			Sheriff		\$230,000	\$320,000

2/9/2024

Fire Department					4	
FY 2024-25 Budget					DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
				\$0		
			EXPENDITURES			
			SALARIES & WAGES		\$252,500	\$310,000.00
			Fire Chief	\$110,000		
			Engineers, 3	\$85,000		
			OPERATING EXPENSES			
			Contracts		\$10,500	\$18,000.00
			Equipment		\$40,000	\$40,000
			Equip Reserve		\$42,000	\$42,000
			Supplies		\$15,000	\$20,000
			TOTAL OPERATING EXPENSES		\$360,000	\$430,000.00
			Fire		\$360,000	\$430,000

Public Works Department					5	DRAFT	
FY 2024-25 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
			EXPENDITURES				
			SALARIES & WAGES			\$188,500	\$208,500
			PW Maint 1	\$70,000			
			PW Maint 2	\$50,000			
			Superintendent	\$85,000			
			OPERATING EXPENSES				
			Contracts/Services (major prjx to CIP)			\$5,000.00	\$8,000.00
			Equipment			\$18,250.00	\$18,250.00
			Supplies			\$18,250.00	\$18,250.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$41,500.00	\$44,500.00
			Public Works			\$230,000	\$253,000

Planning Division					6	DRAFT	
FY 2024-25 Budget						FY 2024	FY 2025
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION				
			EXPENDITURES				
			SALARIES & WAGES			\$90,000.00	\$0.00
			Planner				
			OPERATING EXPENSES				
			Services-contract Planner			\$0.00	\$120,000.00
			Equipment				
			Supplies			\$0.00	\$0.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$90,000.00	\$120,000.00
			Planning Div			\$90,000	\$120,000

Building Department					9	DRAFT	
FY24-25 Budget							
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
			EXPENDITURES				
			SALARIES & WAGES				
			Building Official				
			Admin Asst				
			OPERATING EXPENSES				
			Contracts			\$68,000.00	\$72,000.00
			Equipment				
			Supplies			\$2,000.00	\$3,000.00
			Mileage				
			TOTAL OPERATING EXPENSES			\$70,000.00	\$75,000.00
			Building			\$70,000	\$75,000

		Finance			10	DRAFT	
		FY24-25 Budget					
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION			FY 2024	FY 2025
			EXPENDITURES				
			SALARIES & WAGES				
			OPERATING EXPENSES				
			Contracts	Audit		\$20,000.00	\$20,000.00
				Consultant Finance		\$20,000.00	\$22,000.00
				Finance Mgr,		\$85,000.00	\$90,000.00
			Equipment	Quickbooks		\$3,000.00	\$3,000.00
				Clerk			\$15,000.00
			Supplies				
			Mileage				
			TOTAL OPERATING EXPENSES			\$128,000.00	\$150,000.00
			Finance			\$128,000	\$150,000

Wastewater Division				11	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			SALARIES & WAGES	\$0	\$0
			Director	\$20,000	
			PW Maint 1	\$30,000	
			PW Maint 2	\$20,000	
			Consulting Sewer Operator	\$128,500	\$128,500
			OPERATING EXPENSES		
			Contracts	\$50,000	\$96,000
			Repairs	\$33,500	\$20,000
			Debt Service in §7	\$28,000	\$20,000
			Equipment	\$20,000	\$5,000
			Mech Capital	\$30,000	\$10,000
			Supplies	\$0	\$10,500
			Mileage		
			TOTAL OPERATING EXPENSES	\$290,000	\$290,000

Vehicle Internal Services Fund				12	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCOUNT DESCRIPTION		FY 2024	FY 2025
ACCT#					
		EXPENDITURES			
		OPERATING EXPENSES			
		Contracts			
			Vehicle annual	\$50,000	\$50,000
		Equipment			
		Supplies			
		Mileage			
		TOTAL OPERATING EXPENSES		\$50,000	\$50,000
		VISF		\$50,000	\$50,000

Facilities Internal Services Fund				13	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			FISF		
			Facility Imprvm-maintc		
			computers	\$1,000	\$3,000
			Comm Ctr - repairs	\$5,000	\$33,000
			Facilities cleaning	\$4,000	\$4,000
			Supplies	\$1,000	\$1,000
			Mileage		
			TOTAL OPERATING EXPENSES	\$40,000	\$40,000
			FISF	\$40,000	\$40,000

Admin Internal Services Fund				14	
FY24-25 Budget				DRAFT	
DEPT#	FUND#	ACCT#	ACCOUNT DESCRIPTION	FY 2024	FY 2025
			EXPENDITURES		
			Insurance	\$110,000.00	\$140,000.00
			CC contingency	\$72,000.00	\$50,000.00
			OPERATING EXPENSES		
			(Insurance, Payroll Tax, Etc.)	\$90,000.00	\$110,000.00
			Reservce		
			Equipment	\$23,000.00	\$10,000.00
			Supplies		
			Mileage		
			AdISF	\$295,000	\$310,000
			Insurance		

City of Isleton

City Council Staff Report

DATE: February 13, 2024

ITEM#: 7.G

CATEGORY: New Business

CITY ENGINEER SERVICES, CONTRACT

SUMMARY

This action retains a State Registered Professional Engineer to provide City Engineer services.

DISCUSSION

The City municipal code and state law requires the City to engage a State registered civil engineer to serve as City Engineer. The City Engineer mandated responsibilities include, inter alia, construction of public facilities, administration of public construction funds, management of public utilities, including flood works and road facilities, land development, and public rights-of-way management.

Specific to Isleton are the following City Engineer responsibilities: a) Administration of public properties and right of ways including land development traffic and parking, district administration (landscape and lighting district), b) Management of utilities (e.g. sewer, storm water, communications, roads), c) Acquisition construction and maintenance of public works, and d) Management and administration of public funds. A list of Code requirements is attached as exhibit A.

Mr. Bergson was assigned City Engineer in June 2022 as collateral duties to the City Manager assignment. Mr. Bergson has resigned the position of City Manager effective this month. It is recommended to retain his services as City Engineer as detailed the Isleton Municipal Code. The duties also include Floodplain Administrator (IMC 5.52 Flood Damage Prevention).

There are several key City public works projects of which Mr Bergson has detailed knowledge and history and is the person most suited to continue represent the City. These projects include - Boat Launch facility, bridge reconnecting the City's waterfront to Main Street, the Landscape and Lighting District for Village on the Delta, the Federal Emergency Management Agency/State Office of Emergency Services/Insurance claims from 2022/23 storms amounting to over \$2.4 million, and the \$8 million Water Board funded sewer collection replacement project scheduled for approval in 2024.

It is estimated that the City Engineer effort will require approximately 3 to 5 hours a week on the average. Funding for this work will be project specific and by permit fees. General civil engineering work and permits for flood administration will be paid by the applicants. There is no expected funding from General Funds other than routine queries that the City receives. This level of work is expected to be no larger than \$15,000 annually. The City will in the near future need to consider issuing request for proposals for city engineering services.

FISCAL IMPACT


All capital projects and emergency project claims are self-funded. General fund expenditures will not exceed \$15,000 per year.

RECOMMENDATION

Staff recommends that City Council approve the Contract for Services for City Engineer.

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk

A handwritten signature in blue ink, appearing to read "Bergson", is written over the printed name "Charles Bergson" in the "Reviewed by" line.

Attachment: Contract for Services, City Engineer with Charles Bergson, P.E.

CONTRACT FOR SERVICES

THIS CONTRACT is made on February 13, 2024, by and between the CITY OF ISLETON ("City"), and Charles Bergson, Professional Engineer ("Consultant").

WITNESSETH:

WHEREAS, the City desires to obtain city engineer services to assist the City in administering the Isleton Municipal Code, processing engineering applications, coordinating grants, and other engineering work as needed; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated January 30, 2024 ("Scope of Work and Schedule of Fees"), attached hereto as **Exhibit "A,"** and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit A.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed \$15,000, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as Exhibit A. The City Manager may approve increases in compensation above \$15,000 upon determining there is adequate budget for such an increase.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If this Contract is terminated or the work is temporarily suspended at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 15 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. Upon receipt of such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto. However, the City Manager may approve annual extensions of this contract and increases in compensation under section 3(C) above.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personal information, along with all other property belonging exclusively to the City which is in the Consultant's possession. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within 60 days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this

Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except as required by law or court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all third party claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, to the extent arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all third party liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation to the extent that they arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', negligent performance under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Consultant in any action on the Contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all negligent acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractors agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any negligent acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

Consultant's submission of insurance certificates or other proof of compliance with the insurance requirements in this Contract does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that

indemnitee's approval. Consultant's obligations under this Contract are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, attached hereto as Exhibit "B" and incorporated herein by this reference.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of

insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant'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.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided 30 days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City Manager
101 Second St
P.O. Box 716
Isleton, CA 95641

Consultant: Charles Bergson, Principal
Professional Civil Engineer, No 34347
3200 Broadway

Sacramento, CA 95817

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Sacramento County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Contract for Services
Charles Bergson, P.E.
February 13, 2024

CITY OF ISLETON

By: _____
Scott Baroni, Interim City Manager

ATTEST:

By: _____
Yvonne Zepeda, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andreas Booher, City Attorney

CONSULTANT

By: _____
Charles Bergson, Principal,
Professional Civil Engineer

EXHIBIT A
City of Isleton
City Engineering Services
Charles Bergson, Professional Civil Engineer
Scope of Work and Schedule of Fees

Acting in the interests of the City, will assist the City of Isleton to provide city engineering services that are required to administer and maintain city engineering programs of the City. City engineering services will include (as authorized by the City Manager), but not be limited to the following tasks as defined in the Isleton Municipal Code as follows:

11.08.160 - Review by city engineer and planning commission

9.12.160 - Sewer construction

9.04.390 - Construction standards

11.04.100 - Final map—Procedure

Sec. 2102 - General terminology

11.08.190 - Sanitary sewers

11.04.110 - Final map—Dedications and improvements

9.04.030 - Management and control of sewer system

9.04.310 - City facilities—Pipelines

9.04.400 - Main extensions

11.04.060 - Tentative map—Procedure

11.08.090 - Drainage plan

11.08.200 - Water supply and fire suppression

11.08.020 - Form and scale of tentative map

9.04.330 - City facilities—Easements on private property

11.08.110 - Waiver of parcel map

11.08.010 - Letter of intent to subdivide

11.04.050 - Tentative map—Requirements

11.08.030 - Planning commission public hearing, review and action

11.04.120 - Final map—Improvements required

9.04.090 - Application

11.04.040 - General requirements

Sec. 1105 - Standards for off-street loading facilities

8.20.060 - Other exceptions

11.04.090 - Final map—Preparation

Sec. 1103 - Standards for off-street parking facilities

2.12.020 - Authority and duties

11.04.030 - Streets and highways

9.04.010 - Definitions

Sec. 1506 - Street dedications and improvements

9.04.200 - Prohibited discharges

4.24.070 - Issuance of permit

Sec. 1203 - Mobile home parks

5.28.020 - Definitions

5.52.070 - Basis for establishing the areas of special flood hazard

7.20.040 - Exemptions

5.52.110 - Disclosure of liability

9.04.410 - Rates and service charges

6.44.010 - Unnecessary noises

10.04.010 - Construction materials

4.24.020 - Derricks—Construction

Sec. 1702 - Architectural design review committee

4.24.010 - Definitions

Fee Schedule

**CHARLES BERGSON, PROFESSIONAL ENGINEER
2023-24 FEE SCHEDULE**

Principal/owner City Projects/Programs:	\$95.00.00/hour
Sub-consultants:	Cost + 10%
<i>Other direct expenses</i>	
Mileage reimbursement	One half hourly rate for travel time (no milage reimbursement will be requested)

Monthly statements of services will be prepared covering charges incurred for the previous month. Any payment received after 30 days would result in a ten percent late charge.

Annual rate adjustments may be made in January of each year starting in 2025 (not to exceed a 10 percent increase).

Term of Service

Term of this contract is ongoing as long as it is extended or amended.

EXHIBIT B

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Charles Bergson, Principal
Professional Civil Engineer

**EXHIBIT C
Consultant Questionnaire**

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name Charles Bergson, Professional Civil Engineer February 13, 2024
(Agreement Date)

Name of Consultant* Charles Bergson
(First Name) (Middle Initial) (Last Name)

Company address 3200 Broadway Phone (916) 706-8907

City, State, Zip Sacramento, CA 95817

Contracting City Dept. City Manager

Estimated Date of Project pletion Ongoing

A. Will consultant make governmental decision whether to

1. Approve a rate, rule, or regulation? Yes No
2. Adopt or enforce a law? Yes No
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No

4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No

5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No

6. Grant agency approval to a plan, design, report, study, or similar item? Yes No

7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

8. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

9. Will consultant manage public investments? Yes No

Charles Bergson

February 13, 2024

Name of Person Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 34347**

NAME: BERGSON, CHARLES LLOYD

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

3200 BROADWAY
SACRAMENTO CA 95817
SACRAMENTO COUNTY

ISSUANCE DATE

AUGUST 18, 1982

EXPIRATION DATE

SEPTEMBER 30, 2025

CURRENT DATE / TIME

FEBRUARY 9, 2024
10:57:11 AM

City of Isleton

Special City Council Staff Report

DATE: February 13, 2024

ITEM#: 7.H

CATEGORY: New Business

DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT SERVICES CONTRACT, CITY SERVICES

SUBJECT

The Delta Region Geologic Hazard Abatement District (DRGHAD) requires administrative and management services to operate. The DRGHAD is requesting to establish a contract with the City for these services.

SUMMARY

The Delta Region GHAD was established late 2022 and has been supported by the Deputy City Clerk and the City Manager to continue operating as a Board. City employees have and continued to serve in the role as DRGHAD clerk. Also the District is requesting the services of the City Manager to meet executive obligations to the State and other public agencies and to receive advice on public agency operations. City employees are to be treated as contractors to the District under an agreement. Council is being asked to approve an agreement with the District for the services of City employees.

FISCAL IMPACT

It is estimated that these City Services cost about \$5,000 annually. This will be new revenue to the City to offset City employee expenses supporting the DRGHAD.

RECOMMENDATION

It is recommended that City Council approve the Delta Region Geologic Hazard Abatement District / City of Isleton services contract.

ATTACHMENTS

- DRGHAD/City Contract

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

**DELTA REGION GEOLOGIC HAZARD ABATEMENT
DISTRICT SERVICES CONTRACT**

This Services Contract, dated _____, 2022, is by and between City of Isleton ("Clerk" or "GHAD Clerk") and the Delta Region Geologic Hazard Abatement District ("GHAD" or "Delta Region GHAD"), a political subdivision of the State of California, (collectively "parties") agree as follows.

1. Purpose of Contract

- a. The GHAD requires certain professional services relating to assisting the GHAD Board of Directors in administration of the GHAD, and
- b. Clerk is qualified to provide these services and is willing to provide them according to the terms of this contract, including insurance requirements set forth in this contract.

2. Duties of Clerk

- a. Clerk agrees to perform services described in Exhibit A, "GHAD Clerk Scope of Services," which is attached to, and incorporated in, this contract by this reference. Clerk agrees to perform these services in general accordance with the standards of its profession.
- b. In addition to the services described above, the parties may from time to time agree in writing that Clerk, for additional compensation, shall perform such additional services as may be mutually agreed to.

3. Time of Performance

- a. This contract shall not be effective and no payments to Clerk shall be made until:
 - i. The GHAD has received satisfactory evidence that Clerk has met the insurance requirements of Sections 10 and 11 of this contract, and
 - ii. Required signatures, including but not limited to the signature of the Chair of the GHAD, have been obtained.
- b. The effective date ("Effective Date") of this contract shall be the date on which the last signature is affixed hereto or on receipt of satisfactory evidence of insurance, whichever is later.
- c. The services of Clerk shall begin no later than the Effective Date and shall continue for a period of 1 year. This contract shall automatically be renewed for each fiscal year thereafter unless terminated as provided in this agreement.

4. Time of Payment

From and after the Effective Date of this contract, the GHAD agrees to defer payment to the Clerk until either the GHAD is sufficiently funded, or 4 years from the Effective Date of this contract have passed, whichever is first ("Administration Fee Commencement Date"). Following the Administration Fee Commencement Date, the GHAD agrees to pay the Clerk in the manner outlined in Section 5, "Compensation," of this contract.

5. Compensation

- a. Following the Administration Fee Commencement Date, the GHAD agrees to pay Clerk the Clerk Administration Fee. The Clerk Administration Fee is a fixed-fee, per-meeting amount as provided in the annual budget approved by the Board of Directors. The Clerk Administration Fee shall be updated annually. Payment limit shall be determined by the GHAD Board by resolution for each fiscal year and such determination shall be incorporated herein. Compensation for additional requested services outside of the scope presented in Exhibit A shall be on a time-and-expense basis in accordance with the Clerk's Fee Schedule (Exhibit B). The Clerk's Fee Schedule shall be updated

annually and shall be incorporated herein.

b. The parties shall agree in writing to any changes in compensation due to changes in Clerk's services under Section 1a above prior to performance of those changed services.

6. Clerk's Status

Clerk is an independent contractor and is solely responsible for its acts or omissions. Clerk (including its agents, servants, and employees) is not an employee of the GHAD and is only authorized to act as the GHAD's agent or representative for those specific purposes described in Exhibit A.

7. Conflict of Interest

Clerk understands that its professional responsibility is solely to the GHAD. Clerk represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance of this contract. Clerk shall not employ a person having such an interest in the performance of this contract.

8. Ownership of Work

Documents furnished to Clerk by the GHAD and reports or work product (including electronically stored documents) prepared by Clerk under this contract are the property of the Delta Region GHAD.

9. Assignment; Subcontracts

Clerk's services are considered unique and personal. Clerk shall not assign or transfer this interest or obligation under this contract without the GHAD's prior written consent.

10. Insurance – Types and Limits

Clerk, at Clerk's own expense, shall maintain for the duration of this agreement the following insurance policies.

a. Workers' Compensation Coverage. Clerk shall maintain workers' compensation insurance and employer's liability insurance for Clerk's employees in accordance with California law. In addition, Clerk shall require each subcontractor approved by the GHAD to similarly maintain workers' compensation insurance for subcontractor's employees in accordance with California law.

b. General Liability Coverage. Clerk shall maintain commercial general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage.

c. Automobile Liability Coverage. Clerk shall maintain automobile liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage for activities arising out of or in connection with the work to be performed under this contract.

d. Professional Liability Insurance. Clerk shall maintain professional liability insurance to cover claims alleging that may be the result of errors, omissions or negligent acts of Clerk or the agents of Clerk on this contract. Such insurance shall be in an amount of not less than three million dollars (\$3,000,000) per claim made, with a deductible provision of not more than \$500,000.

11. Additional Insurance Requirements

a. Additional Insureds. The GHAD and its officers, employees, agents and volunteers shall be covered as additional insureds for general liability and automobile liability coverage with respect to liability arising out of work performed by or on behalf of Clerk, including materials, parts or equipment furnished in connection with such work or operations.

b. Clerk's Policy Primary. This additional insured coverage provided the GHAD shall be primary and noncontributory to any insurance maintained by the GHAD, including any self-insured

retention the GHAD may have.

12. Evidence of Insurance

Clerk shall provide (1) certificates of insurance and (2) endorsements as evidence of the insurance coverage required by this contract. Certificates of such insurance and endorsements of the insurance required under Sections 10 and 11 shall be filed with the GHAD and are considered an integral part of this contract, which shall not become effective until satisfactory evidence of insurance has been received by the GHAD.

13. Indemnification

To the fullest extent allowed by law, Clerk shall indemnify and hold harmless the GHAD and its board members, officers, employees, agents, and volunteers from and against any and all claims, demands, costs, attorney fees or expert fees to the extent arising out of or resulting from the negligence, recklessness, or willful misconduct of Clerk and its agents in the performance of services under this contract. Clerk shall not be obligated to indemnify the GHAD against liability for damages for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the negligence, willful misconduct or defects in design by the GHAD or its agents, servants or independent contractors who are directly responsible to the GHAD or arising from the GHAD's active negligence. Clerk's aggregate liability hereunder shall be limited by the GHAD to one million dollars (\$1,000,000) regardless of the legal theory under which such liability is imposed.

14. Equal Employment Opportunity

Clerk is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity.

15. Notices

Any notice to be given under this contract shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

GHAD Clerk

Delta Region Geologic Hazard
Abatement District
Attn: GHAD Clerk
101 2nd Street
Isleton, CA 95641

Delta Region GHAD

Delta Region Geologic Hazard
Abatement District
Attn: Chair of the Board
101 2nd Street
Isleton, CA 95641

16. Waivers

Waiver of a breach or default under this contract shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this contract.

17. Modification

No waiver, modification or termination of this contract is valid unless made in writing.

18. Severability

If any term of this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall remain in effect.

19. Termination

- a. At any time and without cause, either party may terminate this contract by giving 30 calendar days' written notice. In the event of termination without cause, the GHAD shall pay Clerk for services rendered to date, and Clerk shall deliver any work product to the GHAD upon termination, whether complete or incomplete.
- b. The GHAD may terminate this contract for cause upon giving Clerk 10 days' written notice describing Clerk's substantial failure to meet its obligations. If Clerk has not cured the defects in its

performance within 10 days, the GHAD may terminate the contract. Clerk shall give the GHAD work done toward completion of its services, whether complete or incomplete. The GHAD shall pay Clerk for the services satisfactorily rendered to date.

20. Entire Agreement

This contract and its exhibits and attachments set forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

GHAD Clerk

Delta Region GHAD

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

1. Exhibit A — GHAD Clerk Scope of Services
2. Exhibit B — Clerk's Fee Schedule
3. Exhibit C — Acknowledgement of Insurance Requirements (signed by Clerk)
4. Certificates of Insurance (4): workers' compensation, general, automobile, professional liability
5. Endorsements (2): general, automobile liability

EXHIBIT A
GHAD CLERK SCOPE OF SERVICES

1. Maintain documents and records of GHAD in accordance with California Government Code Sections 6250, et seq. "(Public Records Act)". Includes written and electronic records including e-mail correspondence.
2. Provide GHAD records for inspection and copying during normal business hours in accordance with the Public Records Act. Clerk's fees for research and copying may be charged at the rates in Exhibit B.
3. Attend or participate in teleconferenced GHAD of the Board of Directors meetings.
4. Draft and post agendas for GHAD Board of Directors meetings. Agendas shall be posted a minimum of 72 hours prior to the scheduled start of the Board meeting and e-mailed to the GHAD Manager and the Board of Directors members.
5. Record, edit, and distribute minutes of regular meetings of the Board of Directors in accordance with the requirements of the Ralph M. Brown Act (California Government Code Sections 54950, et. seq.).
6. Ensure conflict of interest forms are completed annually and maintained with GHAD records in accordance with the provisions of the California Political Reform Act (California Government Code Sections 81000 et. seq. and the guidelines of the Fair Political Practices Commission; 2 Cal. Code Regs, sections 18109 et. seq.).
7. Communicate with the GHAD Board of Directors, GHAD Staff, City Officials, and residents as necessary to allow the GHAD to operate effectively.

EXHIBIT B
CLERK'S FEE SCHEDULE

STATE OF TEXAS
COUNTY OF [illegible]

EXHIBIT C
COMPLIANCE WITH INSURANCE REQUIREMENTS

To comply with Sections 10 through 12 of this contract, I, _____, declare that:

A. Additional Insureds.

I have attached to this contract an endorsement (not a certificate of insurance) that adds the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds.

Alternatively, I have attached pages from my insurance contract that provides satisfactory evidence that my basic policy covers the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds without the need for an endorsement.

B. Primary Insurance.

I have attached to this contract an endorsement (not a certificate of insurance) that my insurance is primary as to the Delta Region GHAD's insurance for any claim arising out of the subject of this contract. The endorsement expressly states that the Delta Region GHAD's insurance is excess insurance only and shall not be required to contribute to a loss that is covered by my insurance.

Date: _____

CLERK

City of Isleton

Special City Council Staff Report

DATE: February 13, 2024

ITEM#: 7.I

CATEGORY: New Business

EXTENSION OF CONTRACT FOR SERVICES BY AND BETWEEN THE CITY OF ISLETON AND GARY PRICE, PRICE CONSULTING SERVICES

SUBJECT

Attached is the planning services contract for extending the agreement with Price Consulting Services.

SUMMARY

Relative to keeping the City's planning program on track, Mr Price has been providing planning services to the City for nearly six years. The projects needed to be continued include;

1. Zoning Code Update program
2. General Plan Update program
3. Downtown Revitalization Plan
Above are paid through grants
4. Commercial Cannabis Performance Program
5. Managing several grant programs including LEAP, SB2, Sacog Green, Caltrans Revitalization
6. Planning Department Fee Update
7. AB1600 Development Impact Fee program updates
8. Current Planning Program
 - a. RV Park permits
 - b. Kushner subdivision and housing permit
 - c. Kushner apartment project application
 - d. Maintaining planning information services

Also Planning services are needed to continue:

1. New and updated Commercial Cannabis Regulations
2. Processing commercial cannabis applications
3. Update of the Housing Element
4. Establishing current planning program including new planning applications and checklists

Staff is recommending to continue to retain Price Consulting Services for Isleton planning.

FISCAL IMPACT

Planning Services is budgeted for an expenditure of \$70,000 annually. This proposal is not to exceed \$70,000 a year. The majority of these funds come from grants or applicant fees.

RECOMMENDATION

It is recommended that City Council approve Extension of Contract for Services by and between the City of Isleton and Gary Price, Price Consulting Services.

ATTACHMENTS

- Contract for Services.

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____

CONTRACT FOR SERVICES

THIS CONTRACT is made on February 13, 2024, by and between the CITY OF ISLETON ("City"), and Gary Price, Price Consulting Services ("Consultant").

WITNESSETH:

WHEREAS, the City desires to obtain planning services to assist the City in administering the General Plan and Zoning Code, processing planning applications, coordinating grants, and other planning work as needed; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated January 30, 2024 ("Scope of Work and Schedule of Fees"), attached hereto as **Exhibit "A,"** and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit A.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed \$70,000, without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as Exhibit A. The City Manager may approve increases in compensation above \$70,000 upon determining there is adequate budget for such an increase.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If this Contract is terminated or the work is temporarily suspended at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 15 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. Upon receipt of such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto. However, the City Manager may approve annual extensions of this contract and increases in compensation under section 3(C) above.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personal information, along with all other property belonging exclusively to the City which is in the Consultant's possession. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within 60 days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this

Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except as required by law or court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all third party claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, to the extent arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all third party liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation to the extent that they arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', negligent performance under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Consultant in any action on the Contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all negligent acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractors agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any negligent acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

Consultant's submission of insurance certificates or other proof of compliance with the insurance requirements in this Contract does not relieve the Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that

indemnitee's approval. Consultant's obligations under this Contract are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, attached hereto as Exhibit "B" and incorporated herein by this reference.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of

insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant'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.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided 30 days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City Manager
101 Second St
P.O. Box 716
Isleton, CA 95641

Consultant: Gary Price, Principal
Price Consulting Services

Contract for Services
Price Consulting Services
February 13, 2024

12144 Bitney Springs Road
Nevada City, CA 95959

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Sacramento County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Contract for Services
Price Consulting Services
February 13, 2024

CITY OF ISLETON

By: _____
Charles Bergson, City Manager

ATTEST:

By: _____
Yvonne Zepeda, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Andreas Booher, City Attorney

CONSULTANT

By: _____
Gary Price, Principal,
Price Consulting Services

EXHIBIT A
City of Isleton
Planning Services
Price Consulting Services
Scope of Work and Schedule of Fees

Acting in the interests of the City, will assist the City of Isleton to provide planning services that are required to administer and maintain planning programs of the City. Planning services will include (as authorized by the City Manager), but not be limited to the following tasks:

- Process Planning Applications
- Assist in applying for and administering grants
- Draft new Ordinances as may be requested by the Planning Commission or City Council.
- Preparation and publication of notices for Planning Commission and City Council hearings.
- Preparation and presentation of staff reports and other planning and grant memos for Planning Commission and City Council meetings.
- Coordination of and attendance to meetings with the public, local agencies, or project applicants.
- Provide support to City staff in regards to the annual Planning Summaries, project contracts, and any necessary planning contract amendments.
- Representation of the City at various functions by other agencies, such as the County, LAFCO, Caltrans, and private interests.
- Coordination of Environmental Review, including the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).
- Preparation of public documents.
- Assist in the award of contracts for construction services.
- Assist with selection and award of contracts for construction and/or professional services.
- Other services as may be required.

Fee Schedule

PRICE CONSULTING SERVICES 2023-24 FEE SCHEDULE

Principal/owner	
ⁱ PCS Rate for City Projects/Programs:	\$130.00.00/hour
ⁱⁱ PCS Rate for Private Planning Projects:	\$160.00/hour
ⁱⁱⁱ Retainer:	\$400/month
Sub-consultants:	Cost + 10%
<i>Other direct expenses</i>	
Mileage reimbursement	One half hourly rate for travel time (no milage reimbursement will be requested)

Monthly statements of services will be prepared covering charges incurred for the previous month. Any payment received after 30 days would result in a ten percent late charge.

Annual rate adjustments may be made in January of each year starting in 2025 (not to exceed a 10 percent increase).

ⁱ *City Projects/Programs* generally include general staff support services involving specialized planning programs, such as general plan and zoning review, interpretations, coordination of grants with staff, public education programs, advising and educating staff, Planning Commission, City Council and other City committees on planning matters, work with private and public entities on City planning programs.

ⁱⁱ *Private Planning Projects* generally are processing planning entitlement applications that are made to the City through a third party who deposits application fees to defray the City's cost of processing the applications, such as design review, use permits, variances, amendment requests by third party for zoning map or text changes and changes to the General Plan, subdivision applications, building plan check review and City management of other related private interest proposals. Services rendered under this category are intended to be fully paid by a third party through the City's planning application deposits. These costs are not incurred by the City and are defrayed outside this agreement budget and paid for through application fees made by applicants.

ⁱⁱⁱ *Retainer* is an automatic payment every month for administration and coordination with public to answer planning questions, coordinate activities with staff and other office support as requested by City Manager (approximately 4-hours per month at a rate of \$1

Term of Service

Term of this contract is ongoing as long as it is extended or amended.

EXHIBIT B

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Gary Price, Principal
Price Consulting Services

**EXHIBIT C
Consultant Questionnaire**

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name Price Consulting Services February 13, 2024
 Name of Consultant* Gary Price
 (First Name) (Middle Initial) (Last Name)
 Company address 12144 Bitney Springs Road Phone (530) 2118-1059
 City, State, Zip Nevada City, CA 95959
 Contracting City Dept. City Manager
 Estimated Date of Project pletion Ongoing

A. Will consultant make governmental decision whether to

- | | |
|---|---|
| 1. Approve a rate, rule, or regulation? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2. Adopt or enforce a law? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6. Grant agency approval to a plan, design, report, study, or similar item? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 8. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 9. Will consultant manage public investments? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

Gary Price
Name of Person Completing Questionnaire

February 13, 2024
Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

City of Isleton

Special City Council
Staff Report

DATE: February 13, 2024

ITEM#: 8.A

CATEGORY: New Business

CITY OF ISLETON TRAVEL POLICY

SUBJECT

Staff is presenting to Council a Draft City Travel Policy. This has been prepared at the direction of Council and by the City Auditor recommendation.

This Policy is being brought to Council for consideration and direction. The City Attorney has advised that this matter is for discussion in a public forum. Staff is requesting direction and comments regarding the City of Isleton Travel Policy.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

It is recommended that City Council review and comment on the City of Isleton Travel Policy.

ATTACHMENTS

- Travel Policy

Reviewed by: Charles Bergson, City Manager 

Submitted and prepared by: Yvonne Zepeda, City Clerk _____



CITY OF ISLETON TRAVEL POLICY

Adopted
February 2024

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CITY OF ISLETON TRAVEL POLICY

I. GENERAL INFORMATION

A. Purpose and Scope

The purpose of these rules is to prescribe the procedures by which officers and employees of City of Isleton whether elected, members of boards, commissions, committees, and task forces advisory to the City Council, City volunteers, as well as non-employees traveling on City business shall report and be reimbursed for expenses incurred in connection with authorized travel on behalf of the City.

Contractors and professional consultants are also subject to these policies and guidelines. City service agreements and contracts shall be written to comply with these policies when terms include travel provisions for contractors and professional consultants whose travel expenses are paid by the City.

This also applies to contracts under federal, state, private or other grants unless the grantor expressly authorizes different policy terms.

Agencies or departments may adopt more restrictive procedures, if desired. If special circumstances justify policy exceptions for contractors or consultants are to be paid, advance approval from the Finance Division is required.

The following policies are set forth to provide reasonable controls and minimize cost.

B. General Provisions

Travel on behalf of the City will be approved when the purpose results in a benefit to the City.

All expenses incurred while on City business shall reflect a reasonable and prudent use of public funds and shall be incurred only when essential to the functions of City business.

Employees may expect their accommodations, meals and/or transportation to be good quality, comfortable, safe, convenient and reliable when travelling on City business.

Reimbursement will be for actual expenses incurred while on City business, but not to exceed established guidelines.

The most economical means of transportation will be used unless unusual circumstances require other alternatives.

City employees should neither enrich themselves nor be required to utilize their own funds while traveling on City business unless they exceed the established guidelines.

With limited exceptions, documents related to employee reimbursable expenditures are public records subject to disclosure under the California Public Records Act.

Although intended to be comprehensive, every circumstance cannot be anticipated within this document. When deciding whether it is appropriate to incur an expenditure not specifically addressed, City employees must consider the spirit of this document and ensure that every expenditure is an appropriate use of public funds for legitimate City business purposes at the lowest reasonable cost.

C. Responsibilities

1. Traveler

Anyone who travels on City business, or supervises someone who travels, is responsible for knowing the general intent of the travel policy. The traveler is responsible for complying with the City's travel policies and exercising reasonable and prudent judgment related to City business travel. The traveler is also responsible for obtaining proper authorization and preparing and submitting expense reports on a timely basis along with appropriate receipts when required by policy.

2. City Manager

The City Manager is responsible for the administration of this travel policy and shall establish administrative procedures dealing with employee travel while on City business. The City Manager shall authorize travel in accordance with the procedures set forth in this policy and periodically incorporate revisions to this policy which reflect current practices and procedures. While limited approval authority to exceed standard policy rates is delegated to Department Heads, the City Manager retains final approval authority as to the appropriateness and reasonableness of reimbursement requests.

The City Manager retains the authority to apply more restrictive approval procedures to individual departments when deemed necessary to achieve the objectives of this policy.

3. Department Head Responsibility

The Department Heads, as well as Council Appointees and Elected Officials are responsible for travel requests and expenditures of their departments, and for exercising due diligence to ensure that authorized travel is necessary and appropriate to conduct of City business, that the cost is reasonable and justified by the trip's purpose.

Department Heads or their designees have limited authority to approve travel reimbursements above standard policy rates, when claims are accompanied by written justification, not to exceed amounts outlined in Exhibit A.

Department Heads may impose any additional approval levels or procedures beyond those required in this policy for individuals and/or divisions under their purview.

D. Key Definitions

1. City Business

Reimbursable travel costs are limited to activities directly related to the performance of necessary and required business functions of the City of Isleton.

2. Authorized Personnel

Those eligible for reimbursement of expenses incurred for the City include:

a) Officers and employees of the City.

- (1) For the purpose of this travel policy only, City employees are defined as authorized individuals performing job responsibilities which have a direct and/or significant effect on City business, including interns, volunteers and personnel oral boards.

(2) Whenever the term "Department Head" is used in this policy, it is intended to include the department head or designee.

- b) Designated members of Boards, Commissions, and Advisory Committees of the City.
- c) Contractors and professional consultants performing City business when reimbursement is provided by contract or service agreement

E. Authorization for Out-of-State and International Travel

1. Out-of-State Travel

- a) Department Heads may authorize all travel for City business by employees of their departments.
- b) Officers of the City shall not be absent from the State for more than 30 days unless on official City business or with the consent of the Board of Supervisors. Absence of more than two months requires consent of the Board of Supervisors and written approval from the governor and shall not exceed six months in any one year. (Refer to Government Code Section 1063).

2. International Travel

Authorization must be obtained from the City Manager (CAO) for international travel. The CAO and/or Auditor- Controller may additionally require approval from the Board of Supervisors.

II. SPECIFIC EXPENSES

A. Lodgings

1. General Information

- a) Lodging expenses consist of those charges for overnight sleeping or dwelling accommodations as required during employee travel for the conduct of official City business.
- b) Lodging is an allowable expense for the evening preceding an Out-of-City meeting or business event when the traveler would have to

leave his/her residence before 7:00 a.m. on the day of the event to arrive at his/her destination at the designated time.

- c) Lodging is an allowable expense for the evening subsequent to an Out-of-City meeting or business event when travel would result in the traveler arriving at his/her residence after 8:00 p.m.
- d) Employees must request a government or commercial rate when making reservations for or registering at a hotel/motel. Also, they should make themselves aware of contracted rates made by the City at selected hotels/motels. Where applicable, exemptions from transient occupancy taxes should be requested.

2. Regular Lodging

Actual expense for lodging on authorized travel will be reimbursed up to maximum guideline amounts as shown in Exhibit A. Hotel taxes and fees are reimbursable in addition to the guideline rates. A valid hotel receipt must accompany the reimbursement claim.

Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the Department Head/designee, with overage justification documented and attached with the travel claim. Justifiable overages are typically limited to staying at a conference-host hotel, staying in close proximity to a meeting site, or lack of available inventory at policy rates. Overage requests in excess of 50% above policy rates require advance approval from City Manager

Each lodging day is to be accounted for separately. Rate limits apply to individual trip days, not the average of daily rates. Exceptions to this rule may be considered if requested in advance from the City Manager.

3. Shared Lodging

- a) Family Member or Friend

Where expense for a family member or friend is included on the receipt, the rate claimed must be the single occupancy rate. Costs incurred above the single occupancy rate or standard room class in order to accommodate a family member or friend are the sole responsibility of the traveler.

b) Fellow Employee

- (1) When a room is shared with a fellow employee, one employee may charge the expense for all employees. The cost of the room may exceed the single room guideline amount by 50% with overage justification documented and attached with the travel claim.
- (2) When shared lodging expenses are claimed by a single employee, the reimbursement claim is to list the names of the other employees and attributable costs.

4. Special Lodging

Reimbursement for special lodging arrangements, that is, other than hotel or motel accommodations will be provided only upon the prior written approval of the City Manager; such special arrangements include, but are not limited to, accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings.

Accommodations in residences arranged through online vacation rental platforms require advance approval from the City Manager due to uncertainty that adequate liability insurance and traveler safety protections are in place with the individual hosting platforms.

5. Use of Lodging as a Guest of Friends or Relatives

When an employee remains overnight as a guest of friends or relatives while traveling on behalf of the City, no amount may be claimed for lodging expense.

B. Meals

1. General Information

- a) Meal expenses shall be those charges for food and non-alcoholic beverages purchased and consumed while on official City business. Reasonable gratuities are included in reimbursable costs.
- b) City Council, and members of boards, commissions, committees and task forces advisory to the Board of Supervisors who are traveling in their capacity as members of the advisory body, must

submit original detailed/itemized receipts reflecting the actual costs of meals for travel meal reimbursement, not to exceed daily rates listed in Exhibit A.

- c) Other travelers shall claim the actual daily meal cost, not to exceed daily rates listed in Exhibit A. Travelers are not required to submit receipts for meals, unless otherwise required for specific circumstances as required by the City Manager, as specified in Exhibit A. *Note: This policy structure is based on Federally published amounts to qualify it as an accountable plan under IRS rules such that no portion of meal reimbursements are treated as taxable wage to the employee.*
- d) Travelers are expected to take advantage of meals provided by a conference, hotel, or host. On days meals are provided by the conference, hotel, or host, remaining meals purchased by the traveler are reimbursed at actual costs up to the Partial Day reimbursement maximum (described later and listed in Exhibit A).
- e) If circumstances such as dietary restrictions or legitimate business reasons compel the traveler to forego conference, hotel, or host provided meals, actual costs of the alternate meal are reimbursable, not to exceed daily rates listed in Exhibit A.
- f) Each travel day is to be accounted for separately. Meal costs that exceed a daily reimbursement maximum may not be reimbursed under a different day's reimbursable maximum.

2. Reimbursement for Meals on Partial Travel Days

Generally, meals claimed on a partial travel day (first or last day of overnight travel) are reimbursable at actual cost up to 75% of the full-day reimbursement maximum identified in Exhibit A. Full day reimbursements are permitted when the first travel day begins before 8:00 AM or the last travel day ends after 6:00 PM. It is the Department Head/designee approver's responsibility to monitor departure and arrival times to ensure ineligible meals are not claimed. The partial day maximum is also applied on days when the traveler takes advantage of one or more meals provided by a conference, hotel or host. When offered, travelers, are expected to take advantage of meals provided by a conference, hotel or host, however, if for business reasons or dietary restrictions a traveler does not take advantage of a provided meal, the traveler is permitted to claim a full-day reimbursement, as identified in Exhibit A.

C. Transportation

1. General Information

- a) When traveling on City business, officers and employees should utilize the most cost-effective mode of transportation consistent with time requirements and work schedules. Reimbursement will be authorized only for actual expenses for the method of transportation chosen to be in the best interest of the City considering both direct expense as well as the employee's time.
- b) Reimbursable transportation expenses not covered are: Traffic and parking violations; emergency repairs on private or commercial automobiles; and personal travel while at an out-of-City location.

2. Travel by Automobile – General Information

The use of automobiles (whether private or City-owned) on City business is subject to the provisions of City Ordinance _____, Rules for the Use of Vehicles on City Business and the procedures outlined in the Fleet Services Procedure Manual.

3. Travel by Private Employee Vehicle

- a) City vehicles should be used for City business as a more cost-effective means of transportation than employee vehicles. When travel by employee vehicle is necessary, reimbursable miles will be determined based on classification of the travel as either "Work-Related Travel" or "Temporary Work Assignment", as described below. Reimbursable miles will be paid at rates specified in Exhibit A.
- b) Work-Related Travel - Work-Related Travel miles are reimbursable, defined as in-City travel assigned by a Council Member for business purposes, other than a commute to the employee's permanent or temporary work location (described below). Travel to optional work-related activities requested by the employee, such as non-mandatory employee development training, are non-reimbursable even when attendance is approved by the supervisor. In situations where work-related travel is assigned in conjunction with a normal commute, reimbursement will be for miles actually incurred as a result of the work-related travel exceeding the employee's normal commute.

- c) Temporary Work Assignments - During scheduled workdays, when directed to report to an alternate work location, reimbursement shall be made either for miles traveled from home to the temporary work location, or from the permanent work location to the temporary work location, whichever is less, only if the temporary assignment requires the employee to travel more miles than the employee would normally travel to their permanent work location. All miles incurred (regardless of regular commute) are reimbursable when Temporary Work Assignments occur on non-scheduled workdays.
- d) Miles incurred in connection with overnight travel or work assignments are reimbursed as Work-Related Travel (no adjustment for the employee's regular commute), whether occurring on scheduled or non-scheduled workdays.

4. Commercial Auto Rental

- a) Employees should share cars when traveling to the same destination to reduce City cost.
- b) Employees shall be reimbursed for the actual and necessary cost of such rental when substantiated by an invoice. Arrangements should be made using the contracted City rental car agency to insure the lowest rates. No rental insurance should be taken.
- c) Rental vehicles should be refueled before being returned to the rental agency to reduce cost if at all possible.
- d) When travelling alone or as a group, travelers should book mid-size (typically Standard class) cars or smaller, based on need. Upgrades are allowed if there is no additional cost or when there are special circumstances, for example, medical needs, drivers with disabilities, hazardous weather conditions, or if additional cost for larger vehicle such as van allows for reduced overall City cost due to rental of fewer vehicles. Upgrades under these circumstances require approval from Department Head (or designee) with documented justification included with the travel claim.

5. Air Travel

- a) Scheduled Commercial Airlines

- (1) When reimbursement is claimed for transportation via scheduled commercial airlines, reimbursement will be limited to the cost of travel by air coach.
- (2) When making claims for reimbursement, the traveler should submit the E-ticket copy or itinerary with the claim.
- (3) The traveler shall attempt to use the lowest airline rates available. Reservations should be made as far in advance as possible to take advantage of discounts available.
- (4) Purchase of non-refundable fares are discouraged to avoid loss of value in the event a trip is cancelled.
- (5) Airline or other travel insurance is not reimbursable.

b) Commercial Charter Aircraft

Travel by commercial charter aircraft shall be limited to instances in which travel by scheduled airline is impractical or more expensive. Departments may be eligible to use charter flights if the cost of the charter is less than the cost of commercial airfare for travelers essential to the business trip. Departments shall submit a cost benefit analysis in advance to the City Manager for approval.

c) Private Aircraft

The use of private aircraft owned or rented by employees or others will require prior authorization by the department head. Due to insurance requirements, private aircraft must have current "Standard" airworthiness certificates issued by the Federal Aviation Administration (FAA), and the pilot in command must hold a currently effective pilot's certificate issued by the FAA and must have a current rating for the aircraft flown. Before any private aircraft owned by an employee is flown on City business, a current certificate of insurance covering the aircraft must be filed with the City's Risk Manager.

Reimbursement to employees or others for use of private aircraft owned or rented and flown to travel destination will be on the basis of actual cost as supported by validated receipts, or hourly rates approved

in advance by the Auditor-Controller. For purposes of these rules, landing and tie down fees are defined as reimbursable expenses.

6. Taxis and Other Local Transportation

The cost of taxis or carfare to and from places of business, hotels, airports, or railroad station in connection with business activities will be reimbursed by the City. Use of taxis is permitted only when suitable, and more economical services are not reasonably available. Whenever available, employees must attempt to utilize existing hotel/motel van or taxi services. All local transportation expenses in excess of the incidental cost allowance identified in Exhibit A must be accompanied by a receipt.

D. Return to Permanent Work Location Over Non-Workdays

When job requirements do not necessitate that a traveler remain at a temporary work location over a non-workday or holiday, the Department Head may, at his/her discretion, direct the employee to return to his/her residence in the City, provided that the travel cost of the return trip is the same or less than the estimated expense of having the employee remain at the temporary work location.

E. Extended Travel for Personal Reasons

Travelers sometimes extend the length of a business trip by adding personal travel to the trip. In such cases, there must be no additional cost to the City. With supervisor approval, the City will cover the base travel expenses, and any additional cost above the base is the sole responsibility of the traveler. Claims for business travel with interruptions or deviations from the direct route for personal reasons cannot exceed that which would have been incurred on uninterrupted travel. The traveler requesting personal extensions to business travel must document the cost of uninterrupted travel prior to the trip, for example obtain quotes for direct return flights when an alternate route is chosen for personal reasons. Meals and lodging on personal travel portions of a trip are non-reimbursable. Advance guidance from the Auditor-Controller is recommended when planning to combine business and personal travel.

F. Travel Time

Whether time spent in travel is compensable time (work time) depends on the purpose, location, and trimming of the travel. For example:

- Time spent traveling in the course of performing work during the workday, such as travel from job site to job site, is work time.
- Time spent commuting to and from work on a regular workday is not work time.
- Time spent traveling to and from another City for a special one-day assignment, or a temporary work location, is not work time unless the travel time is longer than the employee's regular commute time. Employees who are required to report to a temporary work location shall be compensated for any time spent traveling that exceeds the time normally required to report to their regular work location.
- Time spent driving or as a passenger in an airplane, a train, a bus, a taxicab or car, or other mode of transportation for traveling on an overnight out-of-City business-related trip—and time spent waiting to buy a ticket, check baggage or get on board—shall be compensable as hours worked regardless of whether the travel falls within the employee's normal work hours.
- Compensable travel time is paid at the employee's regular rate of pay and is counted as work time when calculating overtime for nonexempt employees.
- Unit members shall not be compensated for leisure time, meal breaks, or sleep time while traveling away from home on City business, so long as the member is fully relieved from City duties during those periods.

G. Business Expenses

1. General Information

Business expenses are all expenses incident to official travel other than transportation, lodging, and meals. Receipts shall be required for all business expenses in excess of the incidental cost allowance identified in Exhibit A.

2. Reimbursement

Employees will be reimbursed for actual and necessary business expenses, provided that such expenses are directly related to the purpose of travel. Business expenses shall not include the cost of discretionary items intended for the personal benefit or pleasure of the traveler, such as entertainment, or barber and beauty shop charges. Business expenses normally include, but are not limited to, expenditures for the following:

- a) Conference Registration Fees (if not previously paid by a separate claim).
- b) Documented telephone, fax and internet charges for official business.
- c) Laundry/cleaning costs as a result of the employee being on travel status for more than seven (7) consecutive days. Receipts shall be required for all business expenses in excess of the incidental cost allowance identified in Exhibit A.
- d) Amounts paid to baggage handlers, porters, and other service personnel shall be reimbursed without receipts up to the incidental cost allowance identified in Exhibit A. Amounts in excess of the incidental cost allowance require receipts. Gratuities for meal service should be included in costs of meals claimed.

III. Travel Reimbursement Claim Process

A. General Information

Claims for reimbursement of authorized travel expenses must be submitted on a City Travel Reimbursement form within ten (10) business days of completion of the travel. All claims must be signed by the traveling individual and approved by the Department Head.

B. Claim Requirements

1. Travel Reimbursement Claims Shall Include:
 - a) The City business involved.
 - b) The location and date of the event (e.g. meeting, conference, training).
 - c) Expense identification, i.e., seminars, meals, plane fare, etc.
 - d) The dollar amount of all expenses involved, including both cash and credit card expenditures.
 - e) Personal expenditures only if a part of a City credit card expenditure. These personal expenditures must be subsequently subtracted from the total amount of the claim.

f) Any additional explanation as would serve to substantiate the claim.

2. Expenses Not Requiring Receipts

Receipts and vouchers shall be required for all claimed expenses, except for the following:

- a) Expenditures for meals paid for in cash or by personal credit card.
- b) Parking fees, taxi fares, streetcar, tolls for roads, laundry and individual business expense items combined to be less than the incidental allowance identified in Exhibit A.

C. Reimbursement of Travel Expense from an Outside Source

Reimbursement of travel expenses received from an outside source must be deposited in the City Treasury by the receiving employee's department.

IV. Reimbursement for the City Council and County Legislative Bodies

This section of the City Travel Policy is intended to address the additional statutory requirements relating to the City Council and all City legislative bodies under Article 2.3, Chapter 2, Part 1, Division 2 of the Government Code ("Article 2.3"). For purposes of Article 2.3, a legislative body is defined under Government Code Section 54952 as any board, commission, committee, or local agency, whether permanent or temporary, decision-making or advisory, created by a formal action of the Board of Supervisors.

Government Code, Article 2.3. Compensation, requires the City Council to adopt a written policy, in a public meeting, regarding reimbursement of actual and necessary expenses incurred in the performance of their official duties. The policy must specify the types of occurrences that qualify a Council member or legislative body member to receive reimbursement for travel, lodging, meals, and other actual and necessary expenses that are incurred during the performance of their duties. The policy may also specify the reasonable reimbursement rates for these actual and necessary expenses.

The City Travel Policy is in compliance with Government Code Article 2.3 with the addition of the following travel reimbursement requirements which apply specifically to the City Council and their legislative bodies:

A. General Information

1. City Council and legislative bodies shall use government and group rates for travel and lodging when offered and available.
2. Lodging costs shall not exceed the maximum group rate published by the conference sponsor, provided that the group rate is available at the time of booking. If the group rate is not available, then a comparable rate may be used.

B. Expenses and Claims

1. All expenses that do not fall within the City Travel Policy or the Internal Revenue Service's reimbursable rates shall be approved by the City Council in a public meeting prior to the expense being incurred.
2. Expenses shall be filed on the Travel Reimbursement Claim form provided by the City Manager within two weeks after incurring the expenses relating to meals, travel, lodging or other related expenses. The Travel Reimbursement Claim shall document all actual and necessary expenses incurred by Council members and legislative body members in the performance of their official duty on behalf of the City.
3. The Travel Reimbursement Claim shall document sufficient detail to demonstrate compliance with the Travel Policy for the expenditure of public funds. The Travel Reimbursement Claim shall be accompanied by the receipts documenting each expense.

C. Reporting

1. Council members and members of legislative bodies shall provide brief reports on the meetings attended at the expense of the City at the next regular public meeting of the Board of Supervisors or the legislative body to which they belong.
2. All documents related to the Council Members or legislative bodies reimbursable expenditures are public records subject to disclosure under the California Public Records Act.

Exhibit A

**REIMBURSEMENT RATES
Calendar Year 2024**

GUIDELINES TO MEAL AND LODGING RATES

Travel reimbursement rates are based on current Federal General Services Agency (GSA) per-diem rates under the IRS "High-Low" method, thereby permitting the treatment of expense reimbursements as nontaxable to the employee. Rates are issued in October and effective for the following calendar year.

Private Vehicle Mileage	\$0.67 per mile
Meals	
Total daily meals are reimbursed at actual cost up to the maximum amounts below. Receipts are not required <i>except when paid by County Credit Card</i> . Receipts are required with all County credit card purchases as documentation in the event of disputed charges.	
Full Travel Day	\$64 per day
Partial Travel Day	\$48 (75% of full day)
Lodging Rates	
\$235 (all areas) plus taxes, fees and parking	
Lodging rates may be exceeded by up to 50% of the standard rate (\$352.50 maximum all areas plus taxes, fees, and parking) with overage justification signed by Department Head/designee and attached to claim.	
Incidentals	\$10 per trip without receipts

City of Isleton

Special City Council Staff Report

DATE: February 13, 2024

ITEM#: 8.B

CATEGORY: New Business

RESOLUTION 06-24 OF THE CITY COUNCIL OF THE CITY OF ISLETON DELTA EDUCATION CULTURAL SOCIETY (DECS) AGREEMENT ON A DONATION FOR THE WILSON PARK IMPROVEMENTS.

SUMMARY

The City suffered a loss of its playground equipment in November 2022 due to vandalism. The Delta Educational Cultural Society (DECS) has requested and obtained a grant from American Water Charitable Foundation in the amount of \$20,000 to assist in replacing the playground equipment at Wilson Park.

DISCUSSION

The DECS will donate the \$20,000 to the City of Isleton. In recognition of their work and assistance the City of Isleton will reimburse DECS for grant application and management in the amount of \$5,000. The \$15,000 will cover 60% of the insurance deductible. Staff request City Council to approve agreement between the DECS and the City of Isleton.

FISCAL IMPACT

There is no fiscal impact on City funds.

RECOMMENDATION

It is recommended City Council approve Resolution Number 06-24 Resolution of the City Council of the City of Isleton Agreement with Delta Educational Cultural Society with the City of Isleton Regarding Wilson Park Playground Donation from American Water Charitable Foundation.

ATTACHMENTS

- A. Resolution 06-24

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

Reviewed by: Charles Bergson, City Manager

Submitted and prepared by: Yvonne Zepeda, City Clerk

RESOLUTION NO. 06-24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISLETON DELTA EDUCATION CULTURAL SOCIETY (DECS) AGREEMENT ON A DONATION FOR THE WILSON PARK IMPROVEMENTS. DONATION IS FROM (DECS).

WHEREAS, the City suffered a loss of its playground equipment at Wilson Park in November 2022, and

WHEREAS, the Delta Education Cultural Society has requested and obtained a grant from California American Water Company in the amount of \$20,000 to assist the City in replacing the playground equipment at Wilson Park, and

WHEREAS, Wilson Park is undergoing a renovation and replacement of this playground equipment is a main feature of Wilson Park, and

WHEREAS, the Delta Education Cultural Society has offered the City this funds of \$20,000 for the replacement of the playground equipment.

NOW THEREFORE BE IT RESOLVED, that the City of Isleton accepts these funds for the replacement of the Wilson Park playground equipment,

That the City extends its thanks to American Water Charitable Foundation and to the Delta Education Cultural Society for its generosity and thoughtfulness toward the citizens and children of the City of Isleton, and

That the City, in appreciation of the Society's work and management in obtaining this grant, offers to and request the acceptance by the Delta Education Society of \$5,000 of these funds.

NOW, THEREFORE, BE IT RESOLVED the foregoing Resolution was duly passed and adopted at a meeting of the City Council held on February 13, 2024, by the following vote: to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Yvonne Zepeda, Deputy City Clerk of the City Council of the City of Isleton of Isleton, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on the date shown above and by the vote above stated, which resolution is on file in the office of said Board.

MAYOR, Pamela Bulahan

ATTEST:

DEPUTY CITY CLERK, Yvonne Zepeda