

## **AGENDA**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, SEPTEMBER 19, 2016 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

Participation in the invocation is strictly voluntary. Each City Councilmember, city employee, and each person in attendance may participate or not participate as he or she chooses.

### **PLEDGE TO FLAG**

### **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT**

All items listed with an asterisk (\*) are considered to be routine and non-controversial by city staff. Consent items will be considered first and may be approved by one motion if no member of the council or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in listed sequence with an opportunity for any member of the public to address the city council concerning the item before action is taken. Staff recommendations are shown in caps. Please turn all cellular phones off during the meeting.

### **AUDIENCE ORAL AND WRITTEN COMMUNICATIONS**

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons represented, if any. To ensure accuracy in the minutes, please fill out a speaker's card at the podium. Comments directed to an item on the agenda should be made at the time the item is called for discussion by the Mayor. Questions on non-agenda items directed to the Council or staff should be first submitted to the City Clerk in written form no later than 12:00 p.m. on the Wednesday preceding the Council meeting; otherwise response to the question may be carried over to the next City Council meeting. No action can be taken by the Council on matters not listed on the agenda except in certain specified circumstances. The Council reserves the right to limit the speaking time of individual speakers and the time allotted for public presentations.

1. General public comments regarding matters not listed as an agenda item

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Monday, September 19, 2016- 6:00 P.M. - PG. 2**

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2. Mayor to present Proclamation to Links for Life
3. Presentation on the progress of the new hospital by Mike Nixon, President of the Tehachapi Valley Healthcare District

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 39-16  
Tehachapi City Council Unassigned Ord. No. 16-05-735  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-16  
Tehachapi Public Financing Authority Unassigned Res. No. 01-16

- \*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 15, 2016 – **APPROVE AND FILE**
- \*6. Special Event Application for Tehachapi Unified School District’s Homecoming Parade on September 30, 2016 – **APPROVE THE TEHACHAPI HIGH SCHOOL HOMECOMING PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- \*7. Special Event Application for the Tehachapi Apple Festival, October 8 & 9, 2016 – **APPROVE THE TEHACHAPI APPLE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- \*8. Special Event Application for Main Street’s Tehachapi Trunk or Treat, October 31, 2016 in downtown – **APPROVE THE MAIN STREET TEHACHAPI TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- \*9. Fire Alarm Service Agreement – Beekay Theatre – **APPROVE THE AGREEMENT WITH ALPHA TECHNOLOGIES & ALARM SERVICES AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

**FINANCE DIRECTOR REPORTS**

- \*10. Disbursements, bills, and claims for August 10, 2016 through September 14, 2016 – **AUTHORIZE PAYMENTS**
- \*11. City of Tehachapi Treasurer’s Report through August, 2016 – **APPROVE REPORT**

**PUBLIC WORKS DIRECTOR**

12. Agreement for safety training and inspection services with American Safety Services Inc. – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AMERICAN SAFETY SERVICES INC. AND AUTHORIZE THE MAYOR TO SIGN**

TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING

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**DEVELOPMENT SERVICES DIRECTOR REPORTS**

13. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AND EXECUTE MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 09-5184F15**
14. Program Supplement Agreement and Resolution for the rehabilitation of Tucker Road between Valley Boulevard and Cherry Lane – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F023 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184F15, PROJECT NO. STPL-5184(028)**
15. Capital Hills Parkway Acceptance and Summary Vacation of a portion of Capital Hills Parkway – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE IRREVOCABLE OFFER OF DEDICATION DATED SEPTEMBER 11, 1991 AS RECORDED ON SEPTEMBER 16, 1991 AS BOOK 6569, PAGES 0664-0668, AND INSTRUCT TO RECORD SAME; ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI VACATING A PORTION OF AN EASEMENT CONVEYED TO THE CITY OF TEHACHAPI AND A PORTION OF A PUBLIC SERVICE EASEMENT AND RIGHT-OF-WAY PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTIONS 8330 ET SEQ**
16. Mill Street Rehabilitation Project – **AWARD THE MILL STREET REHABILITATION PROJECT TO R.C. BECKER & SON, IN THE AMOUNT OF \$759,684.31 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$37,984.21)**
- \*17. Minor support services agreements for Development Services – **INFORMATION ONLY**

**POLICE CHIEF REPORTS**

18. Emergency Notification System – Everbridge Incorporated (Nixle) agreement – **ADOPT A RESOLUTION AUTHORIZING THE CITY OF TEHACHAPI TO ENTER INTO AN AGREEMENT WITH EVERBRIDGE INCORPORATED FOR EMERGENCY ALERT SERVICES AND AUTHORIZING THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY SUBJECT TO APPROVAL BY THE CITY ATTORNEY**
19. Introduction of an ordinance amending Ordinance No. 07-05-690 and Tehachapi Municipal Code Section 2.20.020 Pertaining to Peace Officers Standards and Training for Public Safety Dispatchers – **INTRODUCTION ONLY**
20. Draft letter from the Association of California Cities Allied with Public Safety opposing Proposition 57 – **AUTHORIZE THE MAYOR TO SIGN A LETTER IN OPPOSITION OF PROPOSITION 57**

**ASSISTANT CITY MANAGER REPORTS**

21. Agreement between the City and the Tehachapi Police Officers Association as ratified by the bargaining unit – **APPROVE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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Monday, September 19, 2016- 6:00 P.M. - PG. 4**

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**CITY MANAGER REPORTS**

- \*22. Airport Land Lease Amendment – **APPROVE THE SECOND AMENDMENT TO COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND ROGER HAYES**
- \*23. Salary plan amendment to include the changes made in the agreement between the City and the Police Officers Association – **ADOPT A RESOLUTION ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION 38-16**
- 24. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCILMEMBER REPORTS**

On their own initiative, a Councilmember may ask a question for clarification, make a brief announcement, provide a reference to staff or other resources for factual information, take action to have staff place a matter of business on a future agenda, request staff to report back at a subsequent meeting concerning any matter, or make a brief report on his or her own activities. (Per Gov't. Code §54954.2(a))

**CLOSED SESSION**

- 1. Approval of closed session minutes of July 5 and August 15, 2016.
- 2. Conference with legal counsel regarding claim filed by John Hendrix per Government Code Section 54956.9(d)(2).
- 3. Employee Evaluation: City Manager pursuant to Government Code Section 54957.  
Conference with labor negotiator (the City Council) and unrepresented employee (the City Manager) pursuant to Government Code Section 54957.6.

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, August 15, 2016 – 6:00 P.M.**

**NOTE:** Sm, Gr, Wi, Ni and Wa are abbreviations for Council Members Smith, Grimes, Wiggins, Nixon and Wahlstrom, respectively. For example, Gr/Sm denotes Council Member Grimes made the motion and Council Member Smith seconded it. The abbreviation Ab means absent, Abd abstained, Ns noes, and NAT no action taken.

### ACTION TAKEN

#### CALL TO ORDER

Meeting called to order by Mayor Wiggins at 6:00 p.m.

#### ROLL CALL

Roll call by City Clerk Tori Marsh

Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Smith and Wahlstrom

Absent: Councilmember Grimes

#### INVOCATION

By Rob Brooks Pastor Church of the Nazarene

#### PLEDGE TO THE FLAG

Led by Mayor Pro Tem Nixon

#### CONSENT AGENDA

Approved consent agenda

Approved Consent Agenda  
Ni/Sm Motion Carried  
Gr Ab

#### AUDIENCE ORAL COMMUNICATIONS

1. Received Public Comments
2. Presentation by the Moose Lodge – Sale of Good Time Badges for \$2.00

**ACTION TAKEN**

**CITY CLERK REPORTS**

- \*3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- \*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 18, 2016 - **APPROVED AND FILED.**
- \*5. Special Event Application for the Chamber's 53<sup>rd</sup> Tehachapi Mountain Festival and Car Show from August 19, 2016 through August 21, 2016 – **APPROVED THE 53RD TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

All Ord. Read By Title Only

Approved & Filed  
 Ni/Sm Motion Carried  
 Gr Ab

Approved The 53rd Tehachapi Mountain Festival And Car Show Special Event Application And Associated Street Closures  
 Ni/Sm Motion Carried  
 Gr Ab

**FINANCE DIRECTOR REPORTS**

- \*6. Disbursements, bills and claims for July 14, 2016 through August 9, 2016 – **AUTHORIZED PAYMENTS**

Authorized Payments  
 Ni/Sm Motion Carried  
 Gr Ab

**ECONOMIC DEVELOPMENT COORDINATOR REPORTS**

- \*7. Tehachapi Granfondo cycling event support – **APPROVED THE AGREEMENT BETWEEN SAMBARN PROMOTIONS AND THE CITY OF TEHACHAPI FOR LOGISTICAL AND PLANNING SUPPORT FOR THE TEHACHAPI GRANFONDO IN THE AMOUNT OF \$2,500 AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO CITY ATTORNEY APPROVAL**

Approved The Agreement Between Sambarn Promotions And The City Of Tehachapi For Logistical And Planning Support For The Tehachapi Granfondo In The Amount Of \$2,500 And Authorized The Mayor To Sign Subject To City Attorney Approval  
 Ni/Sm Motion Carried  
 Gr Ab

**DEVELOPMENT SERVICES REPORTS**

- 8. California High Speed Rail Reimbursement Agreement – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT DESIGNATED HSR 15-188 BETWEEN THE HIGH SPEED RAIL AUTHORITY AND THE CITY OF TEHACHAPI AND INSTRUCTED STAFF TO TRACK ELIGIBLE EXPENSES AND SEEK REIMBURSEMENT AS APPROPRIATE UNDER THIS AGREEMENT**
- 9. Dedication of Public Improvements and Release of the Notice of Rejection prohibiting the issuance of certificates of occupancy for Tract 4927 – Mulberry Estates – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE GRANT DEED COMPLETING THE DEDICATION OF THE PUBLIC IMPROVEMENTS, INCLUDING ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN ON TRACT MAP 4927; AUTHORIZED THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED AND DIRECTED STAFF TO RECORD SAME; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE RELEASE OF NOTICE OF REJECTION OF**

Approved And Authorized The Mayor To Sign The Agreement Designated HSR 15-188 Between The High Speed Rail Authority And The City Of Tehachapi And Instructed Staff To Track Eligible Expenses And Seek Reimbursement As Appropriate Under This Agreement  
 Sm/Ni Motion Carried  
 Gr Ab

Approved The Grant Deed Completing The Dedication Of The Public Improvements, Including All Easements And Rights-Of-Way Shown On Tract Map 4927; Authorized The Mayor To Sign A Certificate Of Acceptance For The Grant Deed And Directed Staff To Record Same; Approved And Authorized The Mayor To Sign The Release

**ACTION TAKEN**

**OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS, AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927**

Of Notice Of Rejection Of Offer Of Dedication Of Public Utility Easements, Streets, And Other Easements In City Of Tehachapi Tract No. 4927  
 Ni/Wa Motion Carried  
 Gr Ab

\*10. Notice of Completion for the Tehachapi Boulevard Rehabilitation Phase III Project – **APPROVED THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE III AND DIRECTED STAFF TO RECORD SAME**

Approved The Notice Of Completion For The Tehachapi Boulevard Rehabilitation Project Phase III And Directed Staff To Record Same  
 Ni/Sm Motion Carried  
 Gr Ab

\*11. Notice of Completion for the Freedom Plaza Project – **APPROVED THE NOTICE OF COMPLETION FOR THE FREEDOM PLAZA PROJECT AND DIRECTED STAFF TO RECORD SAME**

Approved The Notice Of Completion For The Freedom Plaza Project And Directed Staff To Record Same  
 Ni/Sm Motion Carried  
 Gr Ab

**POLICE CHIEF REPORTS**

12. Acceptance of POST Public Safety Dispatcher Program – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; ADOPTED RESOLUTION 37-16 ACCEPTING THE REQUIREMENTS OF SECTIONS 13510(C) AND 13512 OF CALIFORNIA PENAL CODE RELATIVE TO THE RECRUITMENT AND TRAINING STANDARDS OF AND AUTHORIZING PARTICIPATION IN THE POST PUBLIC SAFETY DISPATCHER PROGRAM**

Adopted Resolution 37-16 Accepting The Requirements Of Sections 13510(C) And 13512 Of California Penal Code Relative To The Recruitment And Training Standards Of And Authorizing Participation In The Post Public Safety Dispatcher Program  
 Wa/Sm Motion Carried  
 Gr Ab

**ASSISTANT CITY MANAGER REPORTS**

\*13. Amendment No. 1 to the agreement between the City and the Federation of Public Service Employees (FPSE) Local 1850 as ratified by the bargaining unit – **APPROVED AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND FPSE LOCAL 1850**

Approved Amendment No. 1 To The Agreement Between The City Of Tehachapi And FPSE Local 1850  
 Ni/Sm Motion Carried  
 Gr Ab

\*14. Amendment to Police Officer’s Association agreement to conform with CalPERS required policy language – **APPROVED AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION AND AUTHORIZED THE MAYOR TO SIGN**

Approved Amendment No. 1 To The Agreement Between The City Of Tehachapi And The Tehachapi Police Officers Association And Authorized The Mayor To Sign  
 Ni/Sm Motion Carried  
 Gr Ab

**CITY MANAGER REPORTS**

\*15. Salary plan amendment to include a Cost of Living Increase for the Federation of Public Service Employees Local 1850 – **ADOPTED RESOLUTION 38-16 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 36-16**

Adopted Resolution 38-16 Establishing The Salary Plan For Each Position Classification In City Service And Repealing Resolution No 36-16  
 Ni/Sm Motion Carried  
 Gr Ab

16. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Smith commented on the start-up of Kern County Sheriff bringing inmates in to the City for litter clean-up.
2. Mayor Wiggins commented on the success of the Cheers to Charity event.
3. Mayor Pro Tem Nixon commented on the success of National Night Out. Kicked off the Good Neighbor program helping out elderly residents in the City. She thanked the Public Works department for their help in the program. She will be forming a charrette process to address youth issues that are needed in the Tehachapi area.
4. Councilmember Wahlstrom commented on a program to support the Police by painting a blue strip on the curb in front of your house.

**CLOSED SESSION**

1. Approval of closed session minutes of July 18, 2016.
2. Conference with legal counsel regarding claim filed by James Roberts per Government Code Section 54956.9(d)(2).

NAT

Approved the Claim Filed By  
James Roberts  
Sm/Wa Motion Carried  
Gr Ab

**ADJOURNMENT**

The City Council/Boards adjourned at 6:45pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Tuesday, September 6, 2016, at 6:00p.m.

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TORI MARSH  
City Clerk, City of Tehachapi

Approved this 6<sup>th</sup> day  
Of September, 2016.

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SUSAN WIGGINS  
Mayor, City of Tehachapi



APPROVED  
DEPARTMENT HEAD: *[Signature]*  
CITY MANAGER: *[Signature]*

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** CITY CLERK

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS  
**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK  
**DATE:** SEPTEMBER 15, 2016  
**SUBJECT:** SPECIAL EVENT APPLICATION – HOMECOMING PARADE

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## APPLICANT AND ORGANIZATION

Amy Watkins, Tehachapi Unified School District

## EVENT DESCRIPTION

The Homecoming Parade will be held on September 30, 2016 from 11:00 – 11:30 am and proceed down Dennison Rd to Anita; from Anita to Snyder; from Snyder to Valley and end back at the high school

## APPLICANT REQUESTS

- Street barricades from the Public Works Department

## STAFF CONDITIONS

Administration: There are no conditions for this event

## RECOMMENDATION

**APPROVE THE HOMECOMING PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

(661) 822-2200  
Fax: (661) 822-8959



RECEIVED

AUG 29 2016

115 South Robinson Street  
Tehachapi, CA 93561-1722  
www.tehachapicityhall.com

Live **CITY OF TEHACHAPI**  
Op.

## SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Unified School District/Tehachapi High School

Event Contact Amy Watkins

Phone Number 6612033889

Address 801 South Dennison Road

City Tehachapi

State CA

Zip Code 93561

E-mail Address amywatkins@teh.k12.ca.us

Event Name Tehachapi High School Homecoming Parade

Event Location Tehachapi High School, Dennison Rd, Anita St, Snyder Ave, Valley Boulevard Ext.

Event Date(s) September 30, 2016

Event Time(s) 11:00 am - 11:30 am

Describe Event: (Street Closures, Activities, Participation, Etc.)

The homecoming parade consisting of floats pulled by pick-up trucks and students walking next to or riding on the floats or in the back of pick-up trucks; will depart Tehachapi High School at approximately 11:00 am on Friday, September 30, 2016; and proceed down Dennison Rd to Anita; turn left onto Anita; turn left onto Snyder Ave; and left onto Valley Extension. The parade will end back at the high school at approximately 11:30 am.

Is the event open to the Public?  Yes

No

Is event for money raising purposes?

Yes

No

If Yes, what will the proceeds be used for? \_\_\_\_\_

Will there be vendors at your event?

Yes

No

If yes, how many? \_\_\_\_\_

Will alcoholic beverages be served?

Yes

No

Will alcoholic beverages be sold?

Yes

No

If Yes, what is A.B.C. Permit No? \_\_\_\_\_

*emailed  
8/30/16*

Event Name Tehachapi High School Homecoming Parade

Event Date(s) September 30, 2016

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Streets blocked off temporarily at Dennison and Anita, Anita and Snyder, Snyder and Valley Extension

Traffic Control Provided by THS Staff

Crowd Control Provided by THS Staff

Utility Services: Water, Sewer, Electric N/A

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance Provided by THS Staff

Security Provided by THS Staff

Site Facilities N/A

Health Dept. N/A

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190.62 for the first call out of the day) and is subject to change.

I understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature

*Neil J. [Signature]*

Date

8/25/2016

**Office Use Only**

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BJ	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes

## GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

## FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

## FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

## SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

**LIABILITY INSURANCE REQUIREMENTS**

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

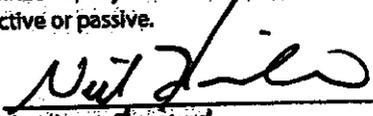
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

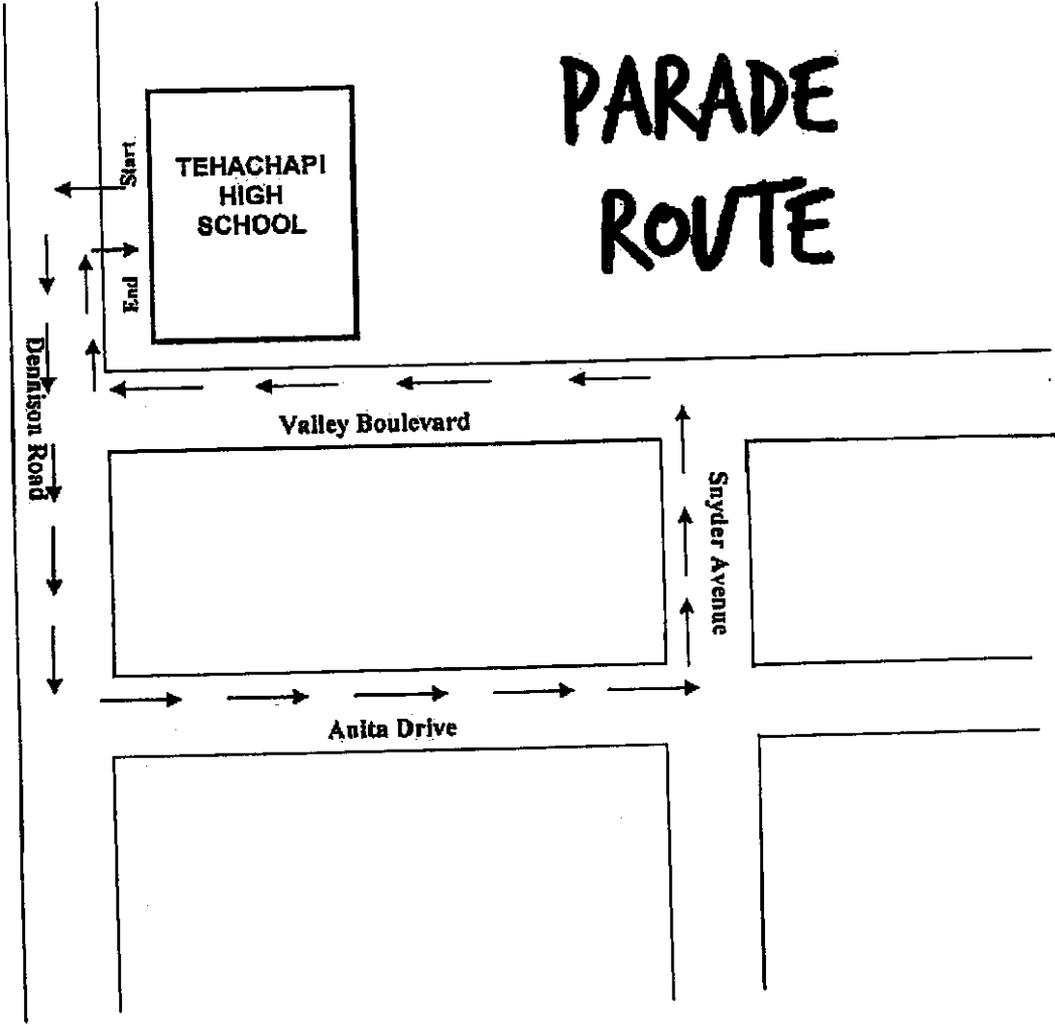
The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

**INDEMNIFICATION**

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

  
\_\_\_\_\_  
Applicant Signature  
8/25/2016  
\_\_\_\_\_  
Date

# HOME(OMING PARADE 2016



DATE  
(MM/DD/YYYY)  
6/14/2016

## CERTIFICATE OF LIABILITY COVERAGE

<b>COVERAGE PROVIDER:</b>  Self-Insured Schools of CA (SISC II) 2000 K Street Bakersfield CA 93301	<b>NAMED COVERED MEMBER DISTRICT:</b>  Tehachapi Unified School District 300 S Robinson Street Tehachapi CA 93561
--	---

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES FOR THE EFFECTIVE COVERAGE DATES AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOVT CODE § 990 & 6500 ET SEQ.

CERTIFICATE NUMBER: 9

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability	SLP 7116 17	07/01/2016	07/01/2017	\$ 1,750,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	SAP 7116 17  \$1,000 Deductible ACV COMP/COLL	07/01/2016	07/01/2017	\$ 1,750,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. Each Accident E.L. Disease - Ea. Employee E.L. Disease - Policy Limit	WC 7116 17	07/01/2016	07/01/2017	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
BLANKET BUILDINGS & PROPERTY	Blanket Buildings & Contents, Replacement Cost Rental Interruption, Actual Loss Sustained	SPP 7116 17  DEDUCTIBLE \$ 5,000	07/01/2016	07/01/2017	\$ 250,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

**Description and Date(s) of Event/Operations/Locations/Vehicle** (Additional remarks/schedule may be attached if more space is needed)

\*Use of facilities/public streets during Tehachapi High School Homecoming Parade, for which the City of Tehachapi, its officers, councilpersons, commissioners, employees and agents are named as additional insured. Tehachapi Unified School District's insurance is primary and the City of Tehachapi's insurance will be non-contributory for this event.

<b>CERTIFICATE HOLDER:</b>  City of Tehachapi 115 South Robinson Street Tehachapi CA 93561	<p><b>Cancellation of Coverage:</b> If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.</p> <p><b>Issuer of this Certificate:</b>                  SELF-INSURED SCHOOLS OF CA (SISC II)                  2000 K STREET                  BAKERSFIELD CA 93301                  PHONE (861) 636-4495      FAX (861) 636-4418                  E-mail Address: <a href="mailto:sisc_pl@kern.org">sisc_pl@kern.org</a></p> <p style="text-align: right;"><i>Robert J. Kretzinger</i></p>
--	---



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 15, 2016    **AGENDA SECTION:** CITY CLERK

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** SEPTEMBER 15, 2016

**SUBJECT:** SPECIAL EVENT APPLICATION – THE APPLE FESTIVAL

---

## APPLICANT AND ORGANIZATION

Linda Carhart, Our Hope Chest

## EVENT DESCRIPTION

The Apple Festival will be held on:

Saturday, October 8<sup>th</sup> from 10:00 am to 6:00 pm at Tehachapi Railroad Park, Tehachapi Train Depot Grounds, Green Street from Tehachapi Blvd to F Street and F Street from Curry Street to Green Street.

Sunday, October 9<sup>th</sup> from 10:00 am to 4:00 pm at Tehachapi Railroad Park, Tehachapi Train Depot Grounds, Green Street from Tehachapi Boulevard to E Street.

This event is open to the public.

## APPLICANT REQUESTS

- Saturday street closure of Green Street from F Street to Tehachapi Boulevard and F Street from Green Street to Curry
- Sunday street closure of Green Street from E Street to Tehachapi Boulevard
- Street barricades from the Public Works Department

## STAFF CONDITIONS

Administration:

1. All City facilities must be properly cleaned immediately following the close of the event.
2. Event applicant must make contact with all affected businesses at least 2 weeks prior to the event regarding the partial closure of Green Street.
3. Event holder is required to obtain certified crossing guards. Number to be determined by Chief of Police.
4. Event holder will have volunteers and signs placed at the Hitching Post Theatre Parking Lot to let only customers of the movie theatre in the parking lot.

**RECOMMENDATION**

**APPROVE OUR HOPE CHEST SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**



## SPECIAL USE/EVENT APPLICATION

Organization OUR HOPE CHEST EIN# 81-1777143

Event Contact LINDA CARHART Phone Number 818-519-7144

Address ~~PO~~ 785 TUCKER RD, PMB G 293

City TEHACHAPI State CA Zip Code 93561

E-mail Address lindacarhart@gmail.com

Event Name THE APPLE FESTIVAL

Event Location RRPARK, DEPOT LAWN, GREEN ST FRM TEH BLVD - E ST <sup>FST</sup> <sup>FRM GAN-</sup>

Event Date(s) OCT 8 & 9TH, 2016 Event Time(s) OCT 8-10AM-6PM OCT 9-10AM-4P <sup>CURRY</sup>

Describe Event: (Street Closures, Activities, Participation, Etc.)

GREEN ST - FROM TEHACHAPI BLVD - E ST  
F ST FROM GREEN ST TO CURRY

Is the event open to the Public?  Yes  No Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? FUNDRAISING FOR FAMILIES & CHILDREN

Will there be vendors at your event?  Yes  No If yes, how many? 70

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? \_\_\_\_\_

*Mailed  
8/30/16*

Event Name THE APPLE FESTIVAL

Event Date(s) OCT 8-9, 2016

**Please Describe How The Following Will Be Accomplished:**

Street Barricades CITY STAFF

Traffic Control ~~XXXXXXXXXX~~ CROSSING GUARDS - POLICE VOLUNTEERS

Crowd Control N/A

Utility Services: Water, Sewer, Electric NO WATER, SEWER OR ELECTRIC N/A

Lights DAYTIME EVENT N/A

Dust Control N/A

Site Clean-up & Maintenance APPLE FESTIVAL STAFF

Security FESTIVAL STAFF

Site Facilities N/A - TEMP POP UPS

Health Dept. FOOD VENDORS

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190.62 for the first call out of the day) and is subject to change. *LA*

I understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature *Linda Carhart*

Date 8/17/16

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date

Time

CM    PW    A    HD  
 CPM    CD    P    BL  
 LC    BI    F    C

Notes \_\_\_\_\_

## GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

## FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

## FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

## SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

- (1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;
- (2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;
- (3) "Cross liability" or "Severability of Interest" coverage for all named insureds;
- (4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;
- (5) That the insurer waives all rights of subrogation against the additional named insureds;
- (6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and
- (7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

*Linda Carhart*  
 Applicant Signature  
8/17/16  
 Date





VENDORS

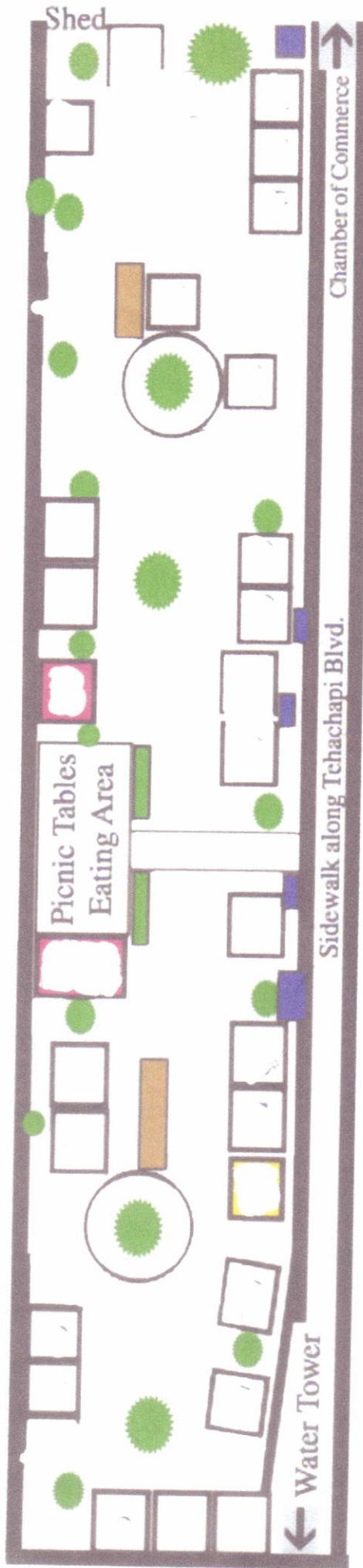
# Railroad Park

2016 Tehachapi Apple Festival

Please keep in mind this map is not to scale, but it is pretty close!

All park area is on the North side of Tehachapi Blvd along the train tracks.

## Railroad Park East of Watertower

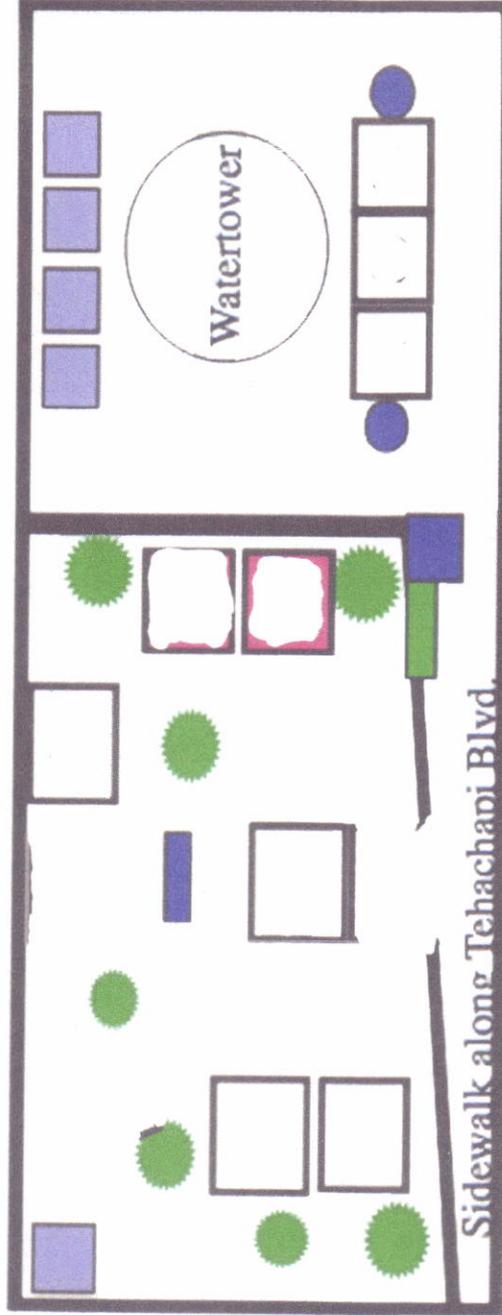




VENDORS

2016 Tehachapi Apple Festival

Railroad Park West of Watertower



**Key**

-  Sponsor Booth
-  10x10 Booth
-  Porta-Potty
-  Tree
-  Electrical Box/Etc.
-  Picnic Table
-  Flagpole

Gas Station

Las Palmas

BeeKay Theater

Common Ground

1.

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St. Vincent De Paul

Petra's

30 Ft for Lions Apple Drop  
SUNDAY ONLY

crane

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28,29,30

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19.

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c  
Store

Old Bank

HITCHING  
POST  
MOVIE








F STREET  
(CAR SHOW)










Old Bank

MOOS  
LODG



# Red Car Show

The Tehachapi Apple Festival

Saturday, October 8<sup>th</sup> Show 10am-6pm

Be a part of this special Downtown Tehachapi Family Fun Event. Cars will be parked at 8am and are required to stay until 6pm. Winner will be announced at 5pm. **Entry Forms are available on the website and entry fee is \$20.** Entries will be limited to the **first 25 cars.** Two prizes will be offered, one for the Best of Show - \$250 and \$100 for second place. Winners will be chosen by the public. The Organizers will provide ballot forms and each car will be given a number to be displayed for voting purposes.

[www.tehachapiapplefestival.com](http://www.tehachapiapplefestival.com)

[lindacarhart@gmail.com](mailto:lindacarhart@gmail.com)

| 661-771-2423



The Tehachapi Apple Festival 2016 – Oct 8<sup>th</sup> 10am-6pm &  
Oct 9<sup>th</sup> 10am-4pm

Linda Carhart, the organizer of The Tehachapi Apple Festival, has advised me of the closure of Green Street from Tehachapi Blvd through F Street on Saturday, Oct 8<sup>th</sup> from 7am until Sunday, Oct 9<sup>th</sup> at 4pm when the Festival ends.

I have no objection to this closure:

*Cecil M*  
Las Palmas  
*Pending Notification*

BeeKay Theater  
*Margaret Romero*  
St. Vincent DePaul Thrift Store

*Michelle Miller*  
Gallery and Gifts

*Lee Miller*  
Lucky's Barber Shop

*Alina Mirabella*  
Mirabella's

*Bob Casey*  
Bob's Barber Shop  
*Pending Notification*

Encore Music

N/A Closed  
First Interstate Bank

# COUNCIL REPORTS

**MEETING DATE:** September 19, 2016    **AGENDA SECTION:** CITY CLERK

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** SEPTEMBER 15, 2016

**SUBJECT:** SPECIAL EVENT APPLICATION – TRUNK OR TREAT

---

## APPLICANT AND ORGANIZATION

Scott Hammer, Main Street Tehachapi

## EVENT DESCRIPTION

The Main Street Tehachapi Trunk or Treat will be held on October 31, 2016 from 5:00 – 7:00 pm on Robinson Street from F Street to Tehachapi Boulevard, Green Street from the F Street alley to F Street, Centennial Plaza and the parking lot between Robinson Street and Centennial Plaza. This event is open to the public.

## APPLICANT REQUESTS

- Closure of Robinson Street from F Street to Tehachapi Boulevard.
- Closure of Green Street from F Street Alley to F Street.
- Use of Centennial Plaza and paseo.
- Street barricades from the Public Works Department

## STAFF CONDITIONS

Administration:

1. All City facilities must be properly cleaned immediately following the close of the event.
2. Event applicant must make contact with all affected businesses, including those who share the City Hall parking lot, at least 2 weeks prior to the event regarding street closures.

## RECOMMENDATION

**APPROVE THE MAIN STREET TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY CITY ATTORNEY**



RECEIVED

SEP 13 2016

CITY OF TEHACHAPI

**SPECIAL USE/EVENT APPLICATION**

Organization Main Street Tehachapi Inc.

Event Contact Scott Hammer Phone Number (661) 805-1711

Address PO Box 830

City Tehachapi State CA Zip Code 93581

E-mail Address info@mainstreettehachapi.org

Event Name Trunk or Treat

Event Location down town (see attached map)

Event Date(s) 10/31/16 Event Time(s) 5 PM - 7 PM

Describe Event: (Street Closures, Activities, Participation, Etc.)

~~closure~~ Closure @ 12pm

Is the event open to the Public?  Yes  No Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? down town Tehachapi Redevelopment

Will there be vendors at your event?  Yes  No If yes, how many? \_\_\_\_\_

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? \_\_\_\_\_

enclosed  
9/13/16

Event Name Traack Trunk or Treat

Event Date(s) 10/31/16

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Robinson St at F St + Tehachapi Blvd  
Green St at F St + Tehachapi Blvd

Traffic Control VIP's and Main Street Board / volunteers

Crowd Control same

Utility Services: Water, Sewer, Electric none

Lights \_\_\_\_\_

Dust Control \_\_\_\_\_

Site Clean-up & Maintenance Main street board / volunteers

Security VIP's

Site Facilities \_\_\_\_\_

Health Dept. \_\_\_\_\_

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190.62 for the first call out of the day) and is subject to change.

I understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature [Signature]

Date 9/11/16

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date \_\_\_\_\_

Time \_\_\_\_\_

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes \_\_\_\_\_

## GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

## FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

## FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

## SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

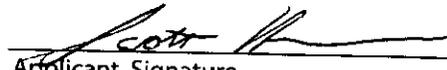
The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

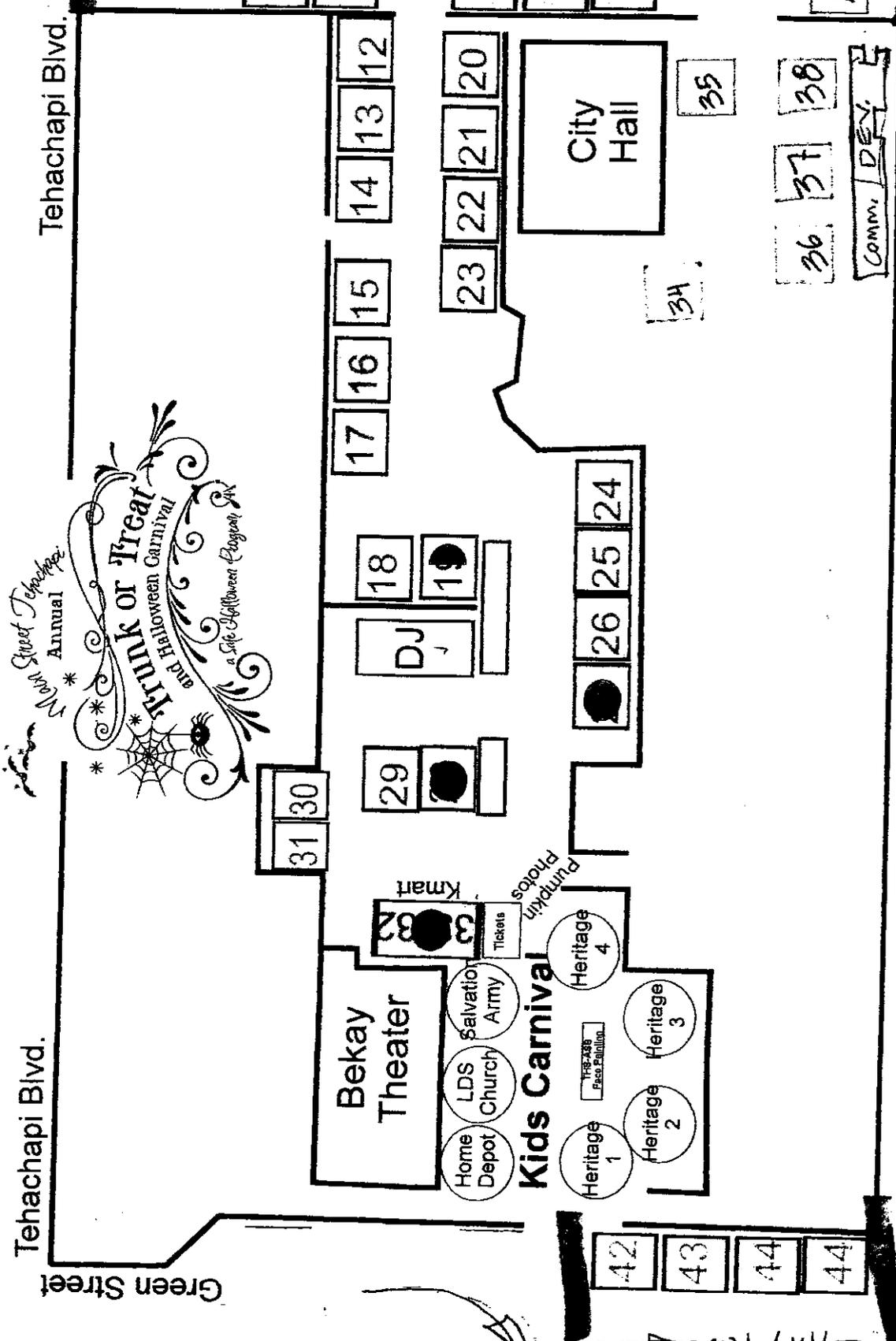
- (1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;
- (2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;
- (3) "Cross liability" or "Severability of Interest" coverage for all named insureds;
- (4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;
- (5) That the insurer waives all rights of subrogation against the additional named insureds;
- (6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and
- (7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

  
\_\_\_\_\_  
Applicant Signature  
9/11/16  
\_\_\_\_\_  
Date



-X- = STREET CLOSURE





APPROVED	
DEPARTMENT HEAD:	<i>AW</i>
CITY MANAGER:	<i>[Signature]</i>

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** CITY CLERK

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** SEPTEMBER 15, 2016

**SUBJECT:** FIRE ALARM SERVICE AGREEMENT – BEEKAY THEATRE

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## BACKGROUND

During the annual fire inspection of the BeeKay Theatre by the Kern County fire department it was noted that the fire alarm system was to be serviced annually. Our current agreement with Universal Alarms does not include the annual inspection, which would be an additional \$1,120 on top of their monthly monitoring price of \$81.00 per month. Staff also contacted two other local alarm companies, Kern Securities and Alpha Technologies & Alarm Systems, Inc.

## FISCAL IMPACT

Universal Alarms \$2092 annually

Kern Securities \$948 annually

Alpha Technologies & Alarm Systems, Inc \$924 annually

## RECOMMENDATION

**APPROVE THE AGREEMENT WITH ALPHA TECHNOLOGIES & ALARM SERVICES AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**



C-7, C-10 #986638 - CA #ACO 7164

4000 EASTON DRIVE #16, BAKERSFIELD, CA 93309

(661) 834-TECH (8324)

**City of Tehachapi BEEKAY THEATRE**

## **FIRE ALARM SERVICE AGREEMENT**

**for the property located at:**

**110 Green Street, Tehachapi, CA.**

THIS AGREEMENT is entered into this **Thursday, September 08, 2016**, by and between **ALPHA TECHNOLOGIES & ALARM**

**SYSTEMS, INC. (ALPHA)** HEREINAFTER REFERRED TO AS "Company", and **City of Tehachapi BEEKAY THEATRE** located at  
110 Green Street, Tehachapi, CA. hereinafter referred to as "Subscriber".

1. **SERVICES PROVIDED:** Company agrees to provide the monitoring and/or repair services hereinafter set forth for the alarm system(s), hereinafter referred to as "System", owned by Subscriber and installed at the above address.

TYPE OF ALARM SYSTEM

Burglar  Fire  Holdup  Residential  Commercial  Other \_\_\_\_\_

- 1.1  Monitoring Service (refer to Section 6)
- 1.2  Repair Service (refer to Section 7)
  - 1.2.1  Time and Material Service
  - 1.2.2  Contract Repair Service
- 1.3  Inspection and Testing Service (refer to Section 8)

2. **PAYMENT AND TERMS:** Subscriber hereby agrees to pay Company, its agents or assigns:

- 2.1 For initial connection, inspections and tests the sum of **zero Dollars (\$0)** payable upon completion; and
- 2.2 For services the sum of see schedule of protection, **Seventy seven Dollars (see back page)** per month payable quarterly in advance on the first day of the quarter commencing with the month following the month in which this Agreement is executed for an original term of one (1) year. After the original term, this Agreement shall automatically be renewed from year to year unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. Company may increase the monthly service charge for any renewal period by giving Subscriber sixty (60) days written notice.

3. **RECEIPT OF COPY:** Subscriber acknowledges receipt of a copy of this Agreement and two copies of the Notice of Cancellation form.

4. **COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES:** Company does not represent or warrant: that the alarm system may not be compromised or circumvented; or that the system or services provided will prevent any loss by burglary, hold-up, fire or otherwise; or that the system or services will in all cases provide the security for which they are intended. Subscriber acknowledges and agrees: That Company has made no representations or warranties express or implied, as to the condition of the equipment, its merchantability or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties. Subscriber further acknowledges and agrees: that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the face of the Agreement hereof. Subscriber further acknowledges and agrees; that Company is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that Subscriber has read and understands all of this Agreement, particularly paragraphs 15 and 16 which set forth Company's maximum liability in the event of any loss or damage to Subscriber or anyone else.

5. **COMPANY'S LIMITED LIABILITY:** Subscriber acknowledges that he has discussed paragraph 15 with Company's agent, and understands that he may obtain an increase of Company's liability by paying an additional charge.

This agreement shall not be binding upon Company unless approved in writing by an officer of Company, or Company begins service. In the event of non-approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company by Subscriber upon the signing of this Agreement.

The terms and conditions contained on the following pages of this Agreement and on the Schedule of Protection are incorporated herein and by reference made a part hereof.

**CANCELLATION:** [Residential Systems Only] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

ALPHA TECHNOLOGIES & ALARM SYSTEMS, INC.      SUBSCRIBER: City of Tehachapi BEEKAY THEATRE

By: John Heath Jr.      Authorized Manager \_\_\_\_\_

Alarm Qualified Manager License # ACQ-5767

Date \_\_\_\_\_  
 Corporation  Partnership  Sole Proprietorship.

**6. MONITORING SERVICE:** If Company is providing central office monitoring; Company shall connect Subscriber's System to Company's monitoring receiver located in its monitoring facility or to an independently owned and operated monitoring facility selected by Company. Upon receipt of an alarm signal, the monitoring facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities designated by Subscriber in writing to Company; the monitoring facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber.

**7. REPAIR SERVICE:**

**7.1 Contract Repair Service:** All repairs necessitated by ordinary wear and tear shall be at Company's expense and shall be performed pursuant to the time schedules set forth in Section 7.2. Repair service at other times is available for an additional charge. All other repairs, including those caused by accident, or Subscriber's abuse or misuse of the System shall be at Subscriber's expense pursuant to the terms and conditions of Section 7.2.

**7.2 Time and Material Service:** All repairs, inspections and tests shall be at Subscriber's expense. All repairs which may be required shall be usually performed within twenty-four (24) hours following the written request for service by Subscriber and between the hours of 8:00 a.m. and 5:00 p.m. on normal business days. Repair service at other times is available at a premium labor rate charge. Subscriber agrees to pay for all materials, parts and labor used for said repairs, tests, or inspections at Company's then prevailing rates. Labor charges shall be for a minimum of one (1) hour for each visit to Subscriber's premises. Payment of charges for repair service shall be paid upon completion of the work.

**8. INSPECTION and TESTING SERVICE:** Company shall inspect and test the System annually, unless otherwise specified, during the term of this Agreement and any renewal term. Inspection and testing shall include activation of all protective devices and transmitting equipment. Company shall provide Subscriber with a written report setting forth the results of the inspection and test. Any repair work necessitated as a result of the inspection and test shall be performed in accordance with the service option selected by Subscriber and set forth in Section 7.

**9. FALSE ALARM FINES:** In the event a fine, penalty or fee is assessed against Subscriber or Company by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to pay the same or reimburse Company, as the case may be.

**10. INTERRUPTION; CANCELLATION; TERMINATION:** Company assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, acts of Subscriber, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and Company will not be required to supply service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled, at the option of Company, if Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental authority, or Subscriber causes an excessive number of false alarms. Upon cancellation or termination of this Agreement for any reason, Subscriber hereby authorizes Company to enter Subscriber's premises for the purposes of disconnecting Subscriber's System from Company's monitoring network.

**11. SUBSCRIBER'S DUTIES:** If the System is a burglar alarm, Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the transmission of signals to the monitoring facility at least monthly. If any defect in operation of the system develops, or in the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify Company immediately. Subscriber agrees to furnish to Company a written list of the names, titles, addresses, and telephone numbers of all persons authorized to be notified in the event of an emergency. All changes, revisions and modifications to the above shall be supplied to Company in writing. For a fire alarm system, Subscriber will notify Company in writing of any change in its Fire Rating Bureau or agency. Subscriber shall obtain at Subscriber's sole expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the System. When any device or protection is used including but not limited to space protection, which is affected by turbulence of air, occupied air space change or other disturbing conditions, Subscriber shall turn off and/or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the System is on. Subscriber shall provide all electrical currents and outlets necessary for the operation of the System.

**12. ASSIGNEES and SUBCONTRACTS OF COMPANY:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees, and/or subcontractors, including monitoring facility, if any, and that they bind Subscriber with respect to said assignees, and/or subcontractors with the same force and effect as they bind Subscriber to Company.

**13. TRANSMISSION LINES:** Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to Company's Central Station when a digital communicator or direct line is installed or when the signals are transmitted to any municipal police or fire department. Subscriber acknowledges that if Company utilizes a digital communicator for the purposes of transmitting alarm signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to Company's Central Station, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in Company's Central Station during any such interruption in telephone service and the interruption will not be known to Company. Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones on the premises; however, other calls (including calls to the 911 emergency operator) cannot be made when the System is activated and therefore, Subscriber may wish to have the System connected to a separate telephone line. Subscriber further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility.

**14. DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, Subscriber and any Trustee or Assignee appointed to take charge of Subscriber's assets shall elect within thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Company assurances of future performance of all of Subscriber's duties and obligations, including the ability to pay the sales price and all periodic charges due hereunder. If Subscriber fails to assume this Agreement, to cure all defaults, or provide Company with adequate assurance of future performance, Company shall have the right to terminate this Agreement. If Company terminates this Agreement pursuant to the provisions of this section, Company shall be entitled to recover from Subscriber all sums Company may be entitled to under law including, without limitation, loss of profits. In addition, in the event Subscriber shall be delinquent in the payment of the periodic service charge, Subscriber agrees to pay to Company a late charge in the maximum amount permitted by California law from the date of the delinquency. Subscriber's abandonment of the premises shall not relieve Subscriber of its obligations under the terms of this Agreement.

**15. COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**

15.1 It is understood and agreed: That Company is not an insurer, that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on the Subscriber's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrence or the consequences there from which the system or service is designated to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix actual damages, if any which may proximately result from Company's negligence, or a failure to perform any of the obligations herein including but not limited to installation, monitoring and repair service, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things;

15.1.1 The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or services is designed to detect or avert;

15.1.2 The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

15.1.3 The inability to ascertain what portion, if any, of any loss (including property damage, personal injury or death) would be proximately caused by Company's failure to perform or by its equipment to operate;

Initial: \_\_\_\_\_

15.1.4 The nature of Company's service.

15.2 Subscriber understands and agrees that if Company should be found liable for loss or damage due from: (i) failure of Company to perform any of the obligations herein, including but not limited to connection, monitoring, repair service, or inspection and testing service; (ii) the failure of the services or equipment in any respect whatsoever, or (iii) Company's negligence, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence of Company, its agents, subcontractors, assigns or employees.

15.3 Subscriber may obtain from Company a higher limitation of liability in lieu of the liquidated damages by paying an additional periodic service charge to Company. If Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the limited liability, and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

**16. THIRD-PARTY INDEMNIFICATION:** When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons or property of others, Subscriber agrees to and shall indemnify, defend and hold harmless, Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, regardless of cause, including Company's performance or failure to perform, and including installation, inspections, tests, repair service, monitoring, operation or non-operation of the system, whether based upon negligence, contribution, indemnification, warranty or strict or product liability on the part of Company, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while employee of Company is on or about Subscriber's premises, and are solely and directly caused by said employee.

**17. SUBROGATION:** So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold Company harmless from any and all claims, liability, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify Company against, defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

**18. LIMITATIONS ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit or action that relates in any way to this Agreement, whether based upon contract, negligence or otherwise, shall be brought against the other more than one (1) year after the accrual or the cause of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relate in any way to this Agreement whether based upon contract, negligence or otherwise.

**19. SUBSCRIBER'S PURCHASE ORDER:** Subscriber acknowledges that if there is any conflict between this Agreement and Subscriber's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior to subsequent to this Agreement.

**20. INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**21. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This Agreement may be signed in counterparts.

**22. COMPANY'S LICENSE:**

**22.1 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS, CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD PO BOX 26000 SACRAMENTO, CALIFORNIA 95826**

**22.2 ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY: BUREAU OF COLLECTIONS and INVESTIGATIVE SERVICES 400 'R' STREET SUITE #2001 SACRAMENTO, CALIFORNIA 95814-6234**

Initial: \_\_\_\_\_

# SPECIAL INSTRUCTION SHEET

City of Tehachapi BEEKAY THEATRE: 110 Green Street, Tehachapi, CA.

Jobsite: **BEEKAY THEATRE**  
**110 Green Street, Tehachapi, CA.**

## FIRE ALARM SERVICE & MONITORING

1. Perform the inspection and test of the fire alarm. (Start up)
2. Provide fire alarm testing report. (Start up)
3. Provide programming for control panel. (Start up)
4. **Programming and start up fee: \$0.00 ( Start up, first time fee)**
5. Provide monitoring by UL listed central station for fire activation points/zones, general system trouble zone, communication trouble, AC power failure, low battery, twenty four hour timed test, and appropriate restoral.
6. **Monthly monitoring fee: \$35.00 starting November 1 2016**
7. Provide fire alarm annual certificate as required by AHJ.
8. Annual fire alarm Testing Report.
9. \*Inspect system as per NFPA 2013 Edition\*

Water flow- semi annually	Visual/audible appliances - annually
Valve tampers- semi annually	Ansul System- annually
Smoke detectors –annually	Duct detectors- annually
Heat detectors - annually	Pulls- annually
Control & Booster Panel – annually	
10. **Annual inspection, certificate & testing with report as a Monthly fee: \$42.00**

**\*Optional cellular communication; no phone lines required:**  
**\*(Price is only good during initial setup)\***

1. Provide Fire alarm cellular communication service.
2. **Monthly cellular communication fee: \$35.00**

Initial: \_\_\_\_\_

# Accounts Payable

## Checks by Date - Detail by Vendor Number

User: afrescas  
 Printed: 9/14/2016 4:05 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0015 55534696	211 Praxair Distribution Inc. PW/Ind Acetylene/Ind High Press 100cf		87.89
Total for this ACH Check for Vendor 0015:				87.89
Total for Vendor 0015 (211 Praxair Distribution Inc.):				87.89
ACH	0027 I0468253 I0468253-A	Atco International PW/Pursuit-94 Use Tax 7.5% of \$327.50		352.06 -24.56
Total for this ACH Check for Vendor 0027:				327.50
Total for Vendor 0027 (Atco International):				327.50
ACH	0035 B243156 B243200 B243846 B243913 B244370 B244390 B244775 B245085 B245155	BC Laboratories Inc. Wtr/Curry Reservoir Wtr/Misc Well Sample/Mojave/Dennison/Pinon/ Wtr/Drinking Water EDT/Weekly Samples/Curry Wtr/Bacteriological/1305 Alder/221 Hayes/1317 Wtr/Curry Reservoir Wtr/Bacteriological/309 East I/222 West D/1199 Wtr/Water Samp/Brentwood/Bech/Oakwood/Bla Wtr/Bacteriological/1185 Fig/1073 Hickory/802 Wtr/Curry Reservoir		15.00 900.00 705.00 36.00 15.00 36.00 390.00 36.00 15.00
Total for this ACH Check for Vendor 0035:				2,148.00
Total for Vendor 0035 (BC Laboratories Inc.):				2,148.00
ACH	0061 A620154	BSK Associates Swr/Water Analysis		150.00
Total for this ACH Check for Vendor 0061:				150.00
Total for Vendor 0061 (BSK Associates):				150.00
ACH	0182 5349	P&J Electric Inc. Wtr/Trouble Shoot Auto Dialer/Minton & Wahls		250.00
Total for this ACH Check for Vendor 0182:				250.00
Total for Vendor 0182 (P&J Electric Inc.):				250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0260 1427143	Liebert Cassidy Whitmore PD/Litigation/Professional Services Thru 8-31-1		1,674.60
		Total for this ACH Check for Vendor 0260:		1,674.60
		Total for Vendor 0260 (Liebert Cassidy Whitmore):		1,674.60
ACH	0263 1910.022	Lebeau Thelen LLP GG/Walmart CEQA Litigation		9,607.50
		Total for this ACH Check for Vendor 0263:		9,607.50
		Total for Vendor 0263 (Lebeau Thelen LLP):		9,607.50
ACH	0300	Mission Linen & Uniform Service		
	503048315	PW/Linen Maintenance		88.58
	503048316	Swr/Mats		22.55
	503093152	PW/Handclean		16.13
	503096001	PW/Linen Maintenanec		88.58
	503198450	PW/Linen Maintenance		37.85
	503198451	Swr/Mats		22.55
	503254185	PW/Linen Maintenance		37.85
	503254186	Swr/Mats		22.55
	503280414	PW/Towles		16.00
		Total for this ACH Check for Vendor 0300:		352.64
		Total for Vendor 0300 (Mission Linen & Uniform Service):		352.64
ACH	0304	Mojave Sanitation		
	2787856	Swr/965528800/800 Enterprise/3 Yd Bin/Gate F		132.36
	2788263	Swr/975428801/800 Enterprise/Storage Contain		85.00
	2791577	Const/310163000/Large Truck		3,830.07
		Total for this ACH Check for Vendor 0304:		4,047.43
		Total for Vendor 0304 (Mojave Sanitation):		4,047.43
ACH	0362	RSI Petroleum Products		
	0297553	PW/Reg Unleaded Gas/Diesel Fuel		1,229.09
	0297691	PW/Reg Unleaded Gas/Diesel Fuel		503.12
	0297894	PW/Reg Unleaded Gas/Diesel Fuel		667.64
		Total for this ACH Check for Vendor 0362:		2,399.85
		Total for Vendor 0362 (RSI Petroleum Products):		2,399.85
ACH	0372	Southern California Edison		
	922016	LLD/3038368118/Tehachapi Bl-Bailey Ave/Aug		73.25
	922016-A	Strts/3037091928/Highway 202/Aug 1-Sep 1 20		27.62
	922016-B	Strts/3001190981/Highway 202/Aug 3-Sep 1 20		54.09
	922016-C	Strts/3001191026/326 East D St/Aug 31-Sep 1 2		22.66
	922016-D	Strts/3001191076/303 East Ave D/Aug 31-Sep 1		13.19
	932016	LLD/3040033468/1002 Applewood St/Aug 4-Se		34.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	932016-A	Wtr/3001479005/Pinon/Aug 4-Sep 2 2016		3,225.27
	932016-B	Wtr/3026570809/1299 S Curry St/Aug 4-Sep 2 2		2,716.05
	932016-C	LLD/3032283007/1347 Clasico Dr/Aug 4-Sep 2		32.11
	932016-D	LLD/3032283080/1115 Alder Ave/Aug 4-Sep 2 :		24.21
	932016-E	LLD/3032283230/1415 Alder Ave/Aug 4-Sep 2 .		24.21
Total for this ACH Check for Vendor 0372:				6,246.95
Total for Vendor 0372 (Southern California Edison):				6,246.95
ACH	0476	WITTS Everything for the Office		
	142017-1	ED/Acrylic Literature Rack		197.80
	142504-0	GG/Receipt Rolls/Staples		11.22
	142505-0	GG/Staples/Files/Rubberbands/Soap		52.83
	142525-0	GG/Pocket Holder		2.84
	142532-0	Swr/2x8 Custom Sign		71.51
	142532-0a	Wtr/2x8 Custom Sign		26.36
	142532-0b	PW/2x8 Custom Sign		15.01
	142535-0	GG/Dry Erase Board/Letter Wall Pocket		73.06
	142538-0	GG/Monitor Stand		42.98
	142580-0	GG/Paper-Green		6.65
	142584-0	GG/Letter Wall Pocket		24.12
	142608-0	GG/Hanging Folders		10.98
	142613-0	GG/USB Drive/8.5x11 Paper/Manilla Folders/H:		142.47
	142615-0	GG/Ltr Size Hanging Folders		17.28
	142624-0	GG/File Folders/Tape		42.93
	142670-0	GG/Toner Cartridge		282.29
	739317-0	3" x165' Rolls		104.92
	C 739317-0	3" x165' Rolls/CREDIT - Ordered 12 charged fo		-94.60
Total for this ACH Check for Vendor 0476:				1,030.65
Total for Vendor 0476 (WITTS Everything for the Office):				1,030.65
ACH	0478	Zee Medical Service		
	34-223344	PW/First Aid Supplies		165.17
	34-223345	Swr/First Aid Supplies		54.12
	34-223345-A	Wtr/First Aid Supplies		54.13
	34223349	GG/First Aid Supplies		44.34
	34-223351	Const/First Aid Supplies		63.48
	34-223353	PD/First Aid Supplies		88.10
Total for this ACH Check for Vendor 0478:				469.34
Total for Vendor 0478 (Zee Medical Service):				469.34
ACH	0493	Kieffe & Sons Ford		
	22837	PW/Cable Asy		59.08
Total for this ACH Check for Vendor 0493:				59.08
Total for Vendor 0493 (Kieffe & Sons Ford):				59.08
ACH	0543	BSE Rents		
	100869	PW/Motomix Fuel		18.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	101579	PW/Motomix Fuel		18.40
	98938	PW/Ignition Module		44.14
Total for this ACH Check for Vendor 0543:				80.94
Total for Vendor 0543 (BSE Rents):				80.94
ACH	0610 1362064	Abate-A-Weed Inc. PW/Muffler Cover		9.88
Total for this ACH Check for Vendor 0610:				9.88
Total for Vendor 0610 (Abate-A-Weed Inc.):				9.88
ACH	0832 0433228 0433228-A 0433228-B 0433228-C 0433228-D 0433228-E 0433228-F 0433228-G	ACWA/JPIA Medical Premium/Oct 2016 Medical Premium Adjust/Oct 2016 Dental Premium/Oct 2016 Dental Premium Adjust/Oct 2016 Vision Premium/Oct 2016 Vision Premium Adjust/Oct 2016 Life Premium/Oct 2016 Life Premium Adjust/Oct 2016		57,303.77 1,470.64 8,279.88 164.17 1,313.16 21.18 1,382.55 42.33
Total for this ACH Check for Vendor 0832:				69,977.68
Total for Vendor 0832 (ACWA/JPIA):				69,977.68
ACH	1005 85520	Quad Knopf Inc. E Tehachapi Traffic Signal & Street Improve Pro		10,583.26
Total for this ACH Check for Vendor 1005:				10,583.26
Total for Vendor 1005 (Quad Knopf Inc.):				10,583.26
ACH	1055 4822	Mercury Graphics PW/Remove Old Vinyl on Ram 150 Truck/Appli		189.20
Total for this ACH Check for Vendor 1055:				189.20
Total for Vendor 1055 (Mercury Graphics):				189.20
ACH	1075 N5120	Prime Signs GranFondo Banners/Caution Signs		2,295.66
Total for this ACH Check for Vendor 1075:				2,295.66
Total for Vendor 1075 (Prime Signs):				2,295.66
ACH	1155 0395-01-0716	RRM Design Group DSD/Landscape Ordinance Update		219.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1155:				219.35
Total for Vendor 1155 (RRM Design Group):				219.35
ACH	1382 218295 906203	Bank of the Sierra Swr/Brown & Caldwell/WWTP & Collections O PW/Save Mart - Bottled Water		200.00 57.40
Total for this ACH Check for Vendor 1382:				257.40
Total for Vendor 1382 (Bank of the Sierra):				257.40
ACH	1413 344069	Kern Turf Supply Inc. Air/Full Circle Rotor		32.25
Total for this ACH Check for Vendor 1413:				32.25
Total for Vendor 1413 (Kern Turf Supply Inc.):				32.25
ACH	1505 2790978	Benz Construction Services Swr/58021002/800 Enterprise/Roll Off Rental		202.57
Total for this ACH Check for Vendor 1505:				202.57
Total for Vendor 1505 (Benz Construction Services):				202.57
ACH	1506 68590	San Joaquin Safety Shoes PW/Safety Shoes/D Carvall		180.58
Total for this ACH Check for Vendor 1506:				180.58
Total for Vendor 1506 (San Joaquin Safety Shoes):				180.58
ACH	1658 ACC23664	Accela Inc #774375 Web Payments with Online-Bills.com		346.30
Total for this ACH Check for Vendor 1658:				346.30
Total for Vendor 1658 (Accela Inc #774375):				346.30
ACH	1695 8312016	Applegate Garden Florist ED/R Hays/T Brewer/J Riley/C Fritz/D Land/M		253.40
Total for this ACH Check for Vendor 1695:				253.40
Total for Vendor 1695 (Applegate Garden Florist):				253.40
ACH	1724 501926 501926-A 602786	Banks Pest Control Inc. Const/Bi-Mo Svc/100 Commercial Way Air/Bi-Mo Svc/314 N Hayes St GG/Bi-Mo Svc/Records Bldg 104 S Robinson		92.50 92.50 79.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1724:				264.00
Total for Vendor 1724 (Banks Pest Control Inc.):				264.00
ACH	1729	Alpha Landscape Maintenance		
	12746	Landscaping		17,292.00
	12747	Landscaping		87.15
Total for this ACH Check for Vendor 1729:				17,379.15
Total for Vendor 1729 (Alpha Landscape Maintenance):				17,379.15
ACH	1739	Chevron & Texaco Business Card Services		
	48390708	GG/Bus Mgmt Vehicle/Aug 6-Sep 5 2016		31.27
	48390708-A	PD/Bus Fleet Vehicle/Aug 6-Sep 5 2016		3,855.66
Total for this ACH Check for Vendor 1739:				3,886.93
Total for Vendor 1739 (Chevron & Texaco Business Card Services):				3,886.93
ACH	1801	HD Supply Waterworks LTD		
	F716672	Wtr/Meter		1,954.36
	G005687	Wtr/Cplg Mipxitcts No Lead		87.38
	G005754	Wtr/Tubing/Brass Nipple		200.02
	G041716	Wtr/3/4 Ang No Lead/1 Ang No Lead		1,268.95
Total for this ACH Check for Vendor 1801:				3,510.71
Total for Vendor 1801 (HD Supply Waterworks LTD):				3,510.71
ACH	1822	Ed Grimes		
	8122016	Council/Waste Mgmt Advisory Committeec/Milc:		78.84
Total for this ACH Check for Vendor 1822:				78.84
Total for Vendor 1822 (Ed Grimes):				78.84
ACH	1846	Haaker Equipment Company		
	C23839	Srtrs/EB 7873266S		774.00
Total for this ACH Check for Vendor 1846:				774.00
Total for Vendor 1846 (Haaker Equipment Company):				774.00
ACH	1851	AT&T		
	8232016	PD/911 Dispatch/61191127755468		339.47
	8232016	PD/911 Dispatch Set Up/66191178086599		159,841.77
	912016	GG/White Pages/24813431106697		18.81
Total for this ACH Check for Vendor 1851:				160,200.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Vendor 1851 (AT&T):	160,200.05
ACH	1865 6868	Kern EDC Public Annual Investment/July 2016-June 2017		5,000.00
			Total for this ACH Check for Vendor 1865:	5,000.00
			Total for Vendor 1865 (Kern EDC):	5,000.00
ACH	1982	SSD Systems		
	419954-S	Const/Ticket 692608-Remote Programming/Upd		29.60
	419973-S	PW/Ticket 692603-Remote Programming/Updat		29.60
	421099-S	GG/Checked Zone 10-Replaced Low Battery &`		193.38
			Total for this ACH Check for Vendor 1982:	252.58
			Total for Vendor 1982 (SSD Systems):	252.58
ACH	2071 1776	Business Aviation Insurance Air/Policy Renewal-AP00379078609/Aug 1 201		7,350.00
			Total for this ACH Check for Vendor 2071:	7,350.00
			Total for Vendor 2071 (Business Aviation Insurance):	7,350.00
ACH	2076 16-1512	Lakeside Equipment Corporation Swr/WWTP Screw Pump Replacement-Upper B		26,908.33
			Total for this ACH Check for Vendor 2076:	26,908.33
			Total for Vendor 2076 (Lakeside Equipment Corporation):	26,908.33
ACH	2111 875734 879228	Swift Napa Auto Parts Strts/Exhaust Pipe Rain Cap PW/Adaptor		6.71 13.96
			Total for this ACH Check for Vendor 2111:	20.67
			Total for Vendor 2111 (Swift Napa Auto Parts):	20.67
ACH	2147 235078 SEP4410	Coffee Break Service Inc. GG/Coffee Service GG/Monthly Water Cooler Rental		357.75 28.95
			Total for this ACH Check for Vendor 2147:	386.70
			Total for Vendor 2147 (Coffee Break Service Inc.):	386.70
ACH	2200 1607166	Argo Chemical Wtr/Argo Chlor Sol 12.5% NSF		1,229.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor 2200:	1,229.50
			Total for Vendor 2200 (Argo Chemical):	1,229.50
ACH	2236 9233	Pacific West Sound Inc. GF/Audio/Video/Cabling/Generator		2,370.70
			Total for this ACH Check for Vendor 2236:	2,370.70
			Total for Vendor 2236 (Pacific West Sound Inc.):	2,370.70
ACH	2472 661211	All Weather Inc. Air/AWOS Maintenance		2,050.00
			Total for this ACH Check for Vendor 2472:	2,050.00
			Total for Vendor 2472 (All Weather Inc.):	2,050.00
ACH	2478	DataProse Inc.		
	DP1602560	Ref/Printing/Aug 1-Aug 31 2016		106.52
	DP1602560-A	Wtr/Printing/Aug 1-Aug 31 2016		213.02
	DP1602560-B	Swr/Printing/Aug 1-Aug 31 2016		213.02
	DP1602560-C	Ref/Postage/Aug 1-Aug 31 2016		214.77
	DP1602560-E	Wtr/Postage/Aug 1-Aug 31 2016		429.56
	DP1602560-F	Swr/Postage/Aug 1-Aug 31 2016		429.56
	DP1602560-G	Transit/Insert-Tax-Labor/Aug 1-Aug 31 2016		360.75
			Total for this ACH Check for Vendor 2478:	1,967.20
			Total for Vendor 2478 (DataProse Inc.):	1,967.20
ACH	2707 H6101269	MailFinance GG/Lease Payment/Jun 28 2016-Sep 27 2016		454.50
			Total for this ACH Check for Vendor 2707:	454.50
			Total for Vendor 2707 (MailFinance):	454.50
ACH	2723 25024	CCI Central Inc. GG/Ink Cartridge for IM-IS 3 & 4 Series		193.92
			Total for this ACH Check for Vendor 2723:	193.92
			Total for Vendor 2723 (CCI Central Inc.):	193.92
ACH	2752	Fastenal Company		
	CATEH11820	PW/Vest Harness/Shockwave 2		687.83
	CATEH11894	Strts/1/4" ID40'5000 PSIHDR		581.06
	CATEH11969	Wtr/48" LHRP Steel Shovel		13.61
			Total for this ACH Check for Vendor 2752:	1,282.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Vendor 2752 (Fastenal Company):				1,282.50
ACH	2776 0351-537720	Consolidated Electrical Dist. Strts/Contact/150 Watt MH Med Base		500.20
Total for this ACH Check for Vendor 2776:				500.20
Total for Vendor 2776 (Consolidated Electrical Dist.):				500.20
ACH	2809 9142016	Amelia Thompson Fresno City College-Training/Mcals/Lodging/Tr:		625.60
Total for this ACH Check for Vendor 2809:				625.60
Total for Vendor 2809 (Amelia Thompson):				625.60
ACH	2902 36705	Sim Sanitation Inc Air/Mo Std Unit Rental/Handicap Rental		114.00
Total for this ACH Check for Vendor 2902:				114.00
Total for Vendor 2902 (Sim Sanitation Inc):				114.00
ACH	3004 765309	Motor City Auto Center Wtr/Belt Kit		84.65
Total for this ACH Check for Vendor 3004:				84.65
Total for Vendor 3004 (Motor City Auto Center):				84.65
ACH	3083 9122016	Hub International Services Inc. GG/Ins Policy-Events/Class Reunion/Handcraft		2,272.68
Total for this ACH Check for Vendor 3083:				2,272.68
Total for Vendor 3083 (Hub International Services Inc.):				2,272.68
ACH	3104 17813 17938	Hilltop Publishers Home of the Loop ED/Full Page Color Ad/Vol 3101/July 23 2016 Full Page Color Ad-Autumn Fun Guide Special :		400.00 1,230.00
Total for this ACH Check for Vendor 3104:				1,630.00
Total for Vendor 3104 (Hilltop Publishers Home of the Loop):				1,630.00
ACH	3120 09142016	Petty Cash c/o Matthew Murphy Rims Conference/Travel/Meals/Lodging		475.72
Total for this ACH Check for Vendor 3120:				475.72
Total for Vendor 3120 (Petty Cash c/o Matthew Murphy):				475.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	3167	SEMS Technologies LLC		
	A-5691	Wtr/SEMS Pro Mo Renewal/Mobile App/Analyt		1,483.50
	A-5691-A	Swr/SEMS Pro Mo Renewal/Mobile App/Analyt		1,483.50
	A-5691-B	PW/SEMS Pro Mo Renewal/Mobile App/Analyt		1,483.50
	A-5691-C	Const/SEMS Pro Mo Renewal/Mobile App/Anal		247.25
	A-5691-D	Land/SEMS Pro Mo Renewal/Mobile App/Anal		247.25
Total for this ACH Check for Vendor 3167:				4,945.00
Total for Vendor 3167 (SEMS Technologies LLC):				4,945.00
ACH	3173	Soto Tire & Wheels		
	00509	Swr/4 New Tires V-7		700.00
	00510	Swr/Flat Tire Repair		20.00
	507	Strts/2 New Tires-Street Sweeper		700.00
Total for this ACH Check for Vendor 3173:				1,420.00
Total for Vendor 3173 (Soto Tire & Wheels):				1,420.00
ACH	3179	Liberty Composting Inc.		
	19339	Swr/Tipping Fees-Biosolids		8,816.29
Total for this ACH Check for Vendor 3179:				8,816.29
Total for Vendor 3179 (Liberty Composting Inc.):				8,816.29
ACH	3199	Slick Fish Marketing Co.		
	2327	Ed/Santa Clarita Valley Ads-Apples for Signal &		271.40
	2328	GF/GranFondo Banners		200.00
Total for this ACH Check for Vendor 3199:				471.40
Total for Vendor 3199 (Slick Fish Marketing Co.):				471.40
ACH	3277	CoreLogic Information Solutions Inc.		
	81727468	DSD/Realquest Geographic Pkg		241.66
Total for this ACH Check for Vendor 3277:				241.66
Total for Vendor 3277 (CoreLogic Information Solutions Inc.):				241.66
ACH	3281	Statewide Traffic Safety & Signs Inc.		
	12003720	Strts/Type 2 Barricade 24"x8.8" Galv Eg - Stenc		2,530.13
	12003727	Strts/Custom Sign 30x30 Right Lane Must Turn		94.07
	12003732	PW/7" 24V Amber Led625 Perm Mount		507.34
Total for this ACH Check for Vendor 3281:				3,131.54
Total for Vendor 3281 (Statewide Traffic Safety & Signs Inc.):				3,131.54
ACH	3608	Kingsmen Tractor Services		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	41501014	Mow & Weed/APN 41501014		2,070.00
	41502013	Mow & Weed/APN 41502013		610.00
	415027	Mow & Weed/APN 417027		720.00
Total for this ACH Check for Vendor 3608:				3,400.00
Total for Vendor 3608 (Kingsmen Tractor Services):				3,400.00
ACH	3615 9132016	Michelle Vance GF/Cash for Change Box		500.00
Total for this ACH Check for Vendor 3615:				500.00
Total for Vendor 3615 (Michelle Vance):				500.00
ACH	3645 880279	Blueprint Service SRTS Gap Closure		137.51
Total for this ACH Check for Vendor 3645:				137.51
Total for Vendor 3645 (Blueprint Service):				137.51
ACH	3656 9132016	SamBarn Promotions Assistants for Tehachapi GranFondo		2,500.00
Total for this ACH Check for Vendor 3656:				2,500.00
Total for Vendor 3656 (SamBarn Promotions):				2,500.00
ACH	3674 2788282 2788283 2788284	Secure On-Site Shredding Swr/300421002/115 S Robinson/Shredding Swr/300421004/750 Enterprise/Shredding PD/300421006/220 West C/Shredding		35.00 35.00 35.00
Total for this ACH Check for Vendor 3674:				105.00
Total for Vendor 3674 (Secure On-Site Shredding):				105.00
ACH	3714 9162016 9162016-A	Accounting Unit Department of Toxic Subs PW/VQ# 201663463/Hazardous Waste Manifest Air/VQ# 201663499/Hazardous Waste Manifest		150.00 150.00
Total for this ACH Check for Vendor 3714:				300.00
Total for Vendor 3714 (Accounting Unit Department of Toxic Substances Control):				300.00
ACH	3725 86693	Powerstride Battery Co. Inc. PW/34/78-1000 Installed in V14		98.90
Total for this ACH Check for Vendor 3725:				98.90
Total for Vendor 3725 (Powerstride Battery Co. Inc.):				98.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	3730 001634 015259	Tractor Supply Credit Plan PW/Hobart Endeavor Lg View Auto Dark PW/Abrasive Hood Deluxe		128.99 42.98
Total for this ACH Check for Vendor 3730:				171.97
Total for Vendor 3730 (Tractor Supply Credit Plan):				171.97
ACH	3746 2668068	KGET 17 GF/Broadcast Charges		800.00
Total for this ACH Check for Vendor 3746:				800.00
Total for Vendor 3746 (KGET 17):				800.00
ACH	3747 6263 6264 6265 6286 6287 6321 6323 6328 6335 6341 6395 6561	The Garage PD/Smog Inspection/2007 Crown Vic TE-5 PW/Smog Inspection/2006 Chevy Silverado V-0 Wtr/Smog Inspection/2004 Chevy Cab & Classic DVS/Smog Inspection/2005 Chevy Colorado V Wtr/Smog Inspection/2005 Chevy Silverado 150 Air/Smog Inspection/2005 Chevy Colorado V-1 PW/Smog Inspection/1997 Ford Cab & Chassis PW/Smog Inspection/2008 Chevy Silverado V-2 Wtr/Smog Inspection/2007 GMC Sierra 1500 V- Wtr/Smog Inspection & Oil Change/2007 GMC Swr/Smog Inspection/2006 Chevy Silverado V-C PW/Smog Inspection/2001 Chevy Silverado 150		36.75 36.75 36.75 36.75 36.75 36.75 36.75 36.75 36.75 36.75 114.55 36.75 36.75
Total for this ACH Check for Vendor 3747:				518.80
Total for Vendor 3747 (The Garage):				518.80
ACH	3762 9132016	California Highway Patrol Traffic Control Services for GranFondo		2,186.40
Total for this ACH Check for Vendor 3762:				2,186.40
Total for Vendor 3762 (California Highway Patrol):				2,186.40
ACH	3837 9433949513 9433957864	CEMEX Construction Materials Pac LLC Wtr/1368 Cellini/Min Load/Waiting Time/Envirt Wtr/108 Sweatleaf/Min Load Chg/Environ/Std F		319.82 347.81
Total for this ACH Check for Vendor 3837:				667.63
Total for Vendor 3837 (CEMEX Construction Materials Pac LLC):				667.63
ACH	3848 4447183269 4447183276 4447183350 4447183570	O'Reilly Automotive Inc PW/Cable/Oil Filter/Antifrez PW/Oil Drain PW/Oil Filter/Gloves Wtr/Glass Cleaner		48.81 257.99 44.04 17.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	4447183633	PW/Oil Filter/Absorber/Chenille Mit/Wash Wax		52.30
		Total for this ACH Check for Vendor 3848:		420.31
		Total for Vendor 3848 (O'Reilly Automotive Inc):		420.31
ACH	3887 9132016	Chris Fulton GF/Music for Pasta Fest Dinner		300.00
		Total for this ACH Check for Vendor 3887:		300.00
		Total for Vendor 3887 (Chris Fulton):		300.00
ACH	3903 10568 10576	South Street Digital Inc ED/Talk It Up Monthly Brief-April 8.5x11 Land/Preflight 24x36		25.00 197.54
		Total for this ACH Check for Vendor 3903:		222.54
		Total for Vendor 3903 (South Street Digital Inc):		222.54
ACH	3918 9132016	Ely Corpus DJ for Tehachapi GranFondo		800.00
		Total for this ACH Check for Vendor 3918:		800.00
		Total for Vendor 3918 (Ely Corpus):		800.00
ACH	3924 230-1026829	Good Year Commercial Tire PD/Vehicle Tires		1,694.79
		Total for this ACH Check for Vendor 3924:		1,694.79
		Total for Vendor 3924 (Good Year Commercial Tire):		1,694.79
ACH	3986 982016 982016-A 982016-B 982016-C	Community Business Bank PD/Dispatch Principal Payment PD/Dispatch Interest Payment IT/Dispatch Server Principal Payment IT/Dispatch Server Interest Payment		30,098.09 5,777.97 3,009.84 577.80
		Total for this ACH Check for Vendor 3986:		39,463.70
		Total for Vendor 3986 (Community Business Bank):		39,463.70
ACH	3991 5	Brown and Fowler Construction WWTP Recycled Water Pump Station Proj		31,810.57
		Total for this ACH Check for Vendor 3991:		31,810.57
		Total for Vendor 3991 (Brown and Fowler Construction):		31,810.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	4000	Big Jims		
	1286	PW/Gatorline .105		40.83
	1295	PW/Blades Worldlawn		64.38
	1302	PW/Gatorline .105 Square		20.41
Total for this ACH Check for Vendor 4000:				125.62
Total for Vendor 4000 (Big Jims):				125.62
ACH	4011	Babcock Laboratories, Inc.		
	BH62788-8827M	Swr/WWTP/Water Analysis		1,908.00
	BH62932-8827M	Swr/WWTP/Water Analysis		314.00
	BH63116-8827M	Swr/WWTP/Water Analysis		314.00
	BI60689-8827M	Swr/WWTP/Water Analysis		314.00
Total for this ACH Check for Vendor 4011:				2,850.00
Total for Vendor 4011 (Babcock Laboratories, Inc.):				2,850.00
ACH	4020	AT&T Long Distance		
	8222016	PD/Ban #861301525/AT&T Long Distance		11.71
Total for this ACH Check for Vendor 4020:				11.71
Total for Vendor 4020 (AT&T Long Distance):				11.71
ACH	4030	MNS Engineers Inc		
	67337	Rail Corridor/Pedestrian Safety Improv at UPRR		648.75
Total for this ACH Check for Vendor 4030:				648.75
Total for Vendor 4030 (MNS Engineers Inc):				648.75
ACH	4036	Waxie Sanitary Supply		
	76176582	GG/Crystal Geyser Water		419.22
Total for this ACH Check for Vendor 4036:				419.22
Total for Vendor 4036 (Waxie Sanitary Supply):				419.22
ACH	4041	Lumineering Industries Inc		
	1002	Freedom Plaza-Strip Lights		1,779.31
Total for this ACH Check for Vendor 4041:				1,779.31
Total for Vendor 4041 (Lumineering Industries Inc):				1,779.31
ACH	4042	Carlos' Donuts		
	9132016	GF/22 Dozen Donuts		220.00
Total for this ACH Check for Vendor 4042:				220.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Vendor 4042 (Carlos' Donuts):	220.00
ACH	4043 0061544	Flight Light Inc Air/Papi's Halogen-Rated Life 500 Hrs		332.95
			Total for this ACH Check for Vendor 4043:	332.95
			Total for Vendor 4043 (Flight Light Inc):	332.95
ACH	4044 85	Savored Moments GF/Sample Size Baker Bars		500.00
			Total for this ACH Check for Vendor 4044:	500.00
			Total for Vendor 4044 (Savored Moments):	500.00
ACH	UB*01704	Donald McAfee Refund Check		98.48
			Total for this ACH Check for Vendor UB*01704:	98.48
			Total for Vendor UB*01704 (Donald McAfee):	98.48
ACH	UB*01705	Jack Gregory Mitchell Refund Check		60.15
			Total for this ACH Check for Vendor UB*01705:	60.15
			Total for Vendor UB*01705 (Jack Gregory Mitchell):	60.15
ACH	UB*01706	Sundee Rivers Refund Check		160.90
			Total for this ACH Check for Vendor UB*01706:	160.90
			Total for Vendor UB*01706 (Sundee Rivers):	160.90
ACH	UB*01707	Kevin Green Refund Check		40.67
			Total for this ACH Check for Vendor UB*01707:	40.67
			Total for Vendor UB*01707 (Kevin Green):	40.67
ACH	UB*01708	Michael Nernitz Refund Check		83.65
			Total for this ACH Check for Vendor UB*01708:	83.65
			Total for Vendor UB*01708 (Michael Nernitz):	83.65

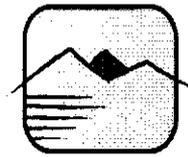
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	UB*01709	Jeff Lee Refund Check		79.56
Total for this ACH Check for Vendor UB*01709:				79.56
Total for Vendor UB*01709 (Jeff Lee):				79.56
ACH	UB*01710	Jeri Harrell Refund Check		100.10
Total for this ACH Check for Vendor UB*01710:				100.10
Total for Vendor UB*01710 (Jeri Harrell):				100.10
ACH	UB*01711	Amber Spallicro Refund Check		84.25
Total for this ACH Check for Vendor UB*01711:				84.25
Total for Vendor UB*01711 (Amber Spallicro):				84.25
ACH	UB*01712	Alicia Ward Refund Check		11.81
Total for this ACH Check for Vendor UB*01712:				11.81
Total for Vendor UB*01712 (Alicia Ward):				11.81
ACH	UB*01713	Vastwind Refund Check		77.69
Total for this ACH Check for Vendor UB*01713:				77.69
Total for Vendor UB*01713 (Vastwind):				77.69
ACH	UB*01714	Bryan & Sarah Carey Refund Check		35.45
Total for this ACH Check for Vendor UB*01714:				35.45
Total for Vendor UB*01714 (Bryan & Sarah Carey):				35.45
ACH	UB*01715	Shelly & Jason McEachran Refund Check		134.58
Total for this ACH Check for Vendor UB*01715:				134.58
Total for Vendor UB*01715 (Shelly & Jason McEachran):				134.58
ACH	UB*01716	Michael McFetters Refund Check		130.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor UB*01716:	130.56
			Total for Vendor UB*01716 (Michael McFetters):	130.56
ACH	UB*01717	Icon Aircraft Refund Check		136.40
			Total for this ACH Check for Vendor UB*01717:	136.40
			Total for Vendor UB*01717 (Icon Aircraft):	136.40
ACH	UB*01718	Trudy & Joshua Ehrlich Refund Check		38.94
			Total for this ACH Check for Vendor UB*01718:	38.94
			Total for Vendor UB*01718 (Trudy & Joshua Ehrlich):	38.94
ACH	UB*01719	Karen Thomas Refund Check		68.34
			Total for this ACH Check for Vendor UB*01719:	68.34
			Total for Vendor UB*01719 (Karen Thomas):	68.34
			Report Total (104 checks):	468,096.13

# Accounts Payable

## Check Detail

User: afrescas  
Printed: 09/14/2016 - 4:10PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

Check Number	Check Date	Amount
<b>0017 - American Business Machines 001-010-7120-000</b>		
45594	09/07/2016	
Inv 286360		8.00
Inv 287166		192.93
Inv 287166-A		3,435.41
Inv 287166-B		644.69
45594 Total:		4,281.03
<b>0017 - American Business Machines Total:</b>		4,281.03
<b>0027 - Atco International 121-121-7110-000</b>		
45600	09/07/2016	
Inv I0467751		179.79
Inv I0467751-A		-12.54
45600 Total:		167.25
<b>0027 - Atco International Total:</b>		167.25
<b>0035 - BC Laboratories Inc. 444-403-6780-000</b>		
45604	09/07/2016	
Inv B239796		36.00
Inv B241079		36.00
Inv B242191		15.00
Inv B242268		36.00
Inv B243251		36.00
45604 Total:		159.00
<b>0035 - BC Laboratories Inc. Total:</b>		159.00
<b>0061 - BSK Associates</b>		
45609	09/07/2016	
Inv 0077861		1,635.00
45609 Total:		1,635.00
<b>0061 - BSK Associates Total:</b>		1,635.00
<b>0127 - State of California Department of Justice</b>		
45657	09/07/2016	

Check Number	Check Date	Amount
Inv 182302		566.00
45657 Total:		566.00
<b>0127 - State of California Department of Justice Total:</b>		566.00
<b>0155 - FedEx</b>		
45620	09/07/2016	
Inv 664019440		36.32
45620 Total:		36.32
<b>0155 - FedEx Total:</b>		36.32
<b>0182 - P&amp;J Electric Inc.</b>		
45642	09/07/2016	
Inv 5337		506.36
45642 Total:		506.36
<b>0182 - P&amp;J Electric Inc. Total:</b>		506.36
<b>0223 - Kern County Auditor-Controller</b>		
45627	09/07/2016	
Inv 8152016		11.00
45627 Total:		11.00
<b>0223 - Kern County Auditor-Controller Total:</b>		11.00
<b>0236 - Kern Council of Governments</b>		
45626	09/07/2016	
Inv 901		195.00
45626 Total:		195.00
<b>0236 - Kern Council of Governments Total:</b>		195.00
<b>0260 - Liebert Cassidy Whitmore</b>		
45634	09/07/2016	
Inv 1425697		312.50
Inv 1425698		5,651.10
Inv 1425699		2,021.00
45634 Total:		7,984.60
<b>0260 - Liebert Cassidy Whitmore Total:</b>		7,984.60
<b>0263 - Lebeau Thelen LLP</b>		
45633	09/07/2016	

Check Number	Check Date	Amount
Inv 44		721.98
Inv 62		10,836.00
45633 Total:		11,557.98
<b>0263 - Lebeau Thelen LLP Total:</b>		11,557.98
<b>0300 - Mission Linen &amp; Uniform Service 001-030-5170-000</b>		
45639	09/07/2016	
Inv 503096002		22.55
Inv 503151714		88.58
Inv 503151715		22.55
45639 Total:		133.68
<b>0300 - Mission Linen &amp; Uniform Service Total:</b>		133.68
<b>0362 - RSI Petroleum Products 001-030-7400-000</b>		
45647	09/07/2016	
Inv 0296774		904.46
Inv 0297015		989.74
Inv 0297240		1,029.88
45647 Total:		2,924.08
<b>0362 - RSI Petroleum Products Total:</b>		2,924.08
<b>0399 - Sparkletts 444-403-6080-000</b>		
45655	09/07/2016	
Inv 4365880080116		103.05
45655 Total:		103.05
<b>0399 - Sparkletts Total:</b>		103.05
<b>0431 - Tehachapi News</b>		
45661	09/07/2016	
Inv 2657264		48.75
Inv 2657264-A		258.75
Inv 2657264-B		258.75
Inv 2657264-C		241.25
45661 Total:		807.50
<b>0431 - Tehachapi News Total:</b>		807.50
<b>0450 - USA Bluebook</b>		
45663	09/07/2016	
Inv 023087		208.36
45663 Total:		208.36

Check Number	Check Date	Amount
<b>0450 - USA Bluebook Total:</b>		208.36
<b>0476 - WITTS Everything for the Office 001-010-6010-000</b>		
45666	09/07/2016	
Inv 142330-0		68.50
Inv 142355-0		137.56
Inv 142358-0		21.29
Inv 142362-0		47.25
Inv 142365-0		282.29
Inv 142369-0		46.11
Inv 142373-0		34.39
Inv 142378-0		58.70
Inv 142387-0		176.89
Inv 142405-0		23.64
Inv 142425-0		28.41
Inv 142442-0		164.07
Inv 142443-0		11.87
Inv 142447-0		127.92
Inv 142447-0a		127.93
Inv 142486-0		38.57
Inv C139373-0		-15.03
Inv C733497-0		-24.95
45666 Total:		1,355.41
<b>0476 - WITTS Everything for the Office Total:</b>		1,355.41
<b>0493 - Kieffe &amp; Sons Ford</b>		
45630	09/07/2016	
Inv 24716		58.15
Inv 24717		500.63
Inv 24742		754.84
45630 Total:		1,313.62
<b>0493 - Kieffe &amp; Sons Ford Total:</b>		1,313.62
<b>0543 - BSE Rents</b>		
45608	09/07/2016	
Inv 99366		18.40
Inv 99753		19.83
45608 Total:		38.23
<b>0543 - BSE Rents Total:</b>		38.23
<b>0610 - Abate-A-Weed Inc. 001-030-6005-000</b>		
45592	09/07/2016	
Inv 711795		593.67
45592 Total:		593.67

Check Number	Check Date	Amount
<b>0610 - Abate-A-Weed Inc. Total:</b>		593.67
<b>0972 - The Tire Store</b>		
45662	09/07/2016	
Inv 91337		20.00
Inv 91394		40.00
Inv 91504		130.00
Inv 91576		30.00
45662 Total:		220.00
<b>0972 - The Tire Store Total:</b>		220.00
<b>1005 - Quad Knopf Inc.</b>		
45645	09/07/2016	
Inv 85538		528.30
45645 Total:		528.30
<b>1005 - Quad Knopf Inc. Total:</b>		528.30
<b>1055 - Mercury Graphics 001-010-6010-000</b>		
45638	09/07/2016	
Inv 4817		2,433.80
Inv 4818		143.19
45638 Total:		2,576.99
<b>1055 - Mercury Graphics Total:</b>		2,576.99
<b>1064 - State of California Secretary of State 001-010-7450-000</b>		
45658	09/07/2016	
Inv 8312016		20.00
45658 Total:		20.00
<b>1064 - State of California Secretary of State Total:</b>		20.00
<b>1116 - Mountain Paint &amp; Auto Body 121-121-7110-000</b>		
45641	09/07/2016	
Inv 1660		942.61
45641 Total:		942.61
<b>1116 - Mountain Paint &amp; Auto Body Total:</b>		942.61
<b>1155 - RRM Design Group</b>		
45646	09/07/2016	
Inv 0555010716		704.00

Check Number	Check Date	Amount
Inv 0555010716-A		352.00
Inv 0555010716-B		4,646.40
Inv 0555010716-C		774.40
Inv 0555010716-D		563.20
45646 Total:		7,040.00
<b>1155 - RRM Design Group Total:</b>		<b>7,040.00</b>
<b>1286 - M&amp;M's Sports Uniforms &amp; Embroidery</b>		
45637	09/07/2016	
Inv 36942		19.08
Inv 37050		234.67
Inv 37051		234.67
Inv 37052		246.28
45637 Total:		734.70
<b>1286 - M&amp;M's Sports Uniforms &amp; Embroidery Total:</b>		<b>734.70</b>
<b>1413 - Kern Turf Supply Inc.</b>		
45628	09/07/2016	
Inv 343814		65.45
Inv 343866		1,548.00
45628 Total:		1,613.45
<b>1413 - Kern Turf Supply Inc. Total:</b>		<b>1,613.45</b>
<b>1658 - Accela Inc #774375 001-015-6200-000</b>		
45593	09/07/2016	
Inv INV-ACC21863		10,000.00
Inv INV-ACC21863-A		6,298.00
Inv INV-ACC21863-B		2,000.00
Inv INV-ACC21863-C		2,000.00
45593 Total:		20,298.00
<b>1658 - Accela Inc #774375 Total:</b>		<b>20,298.00</b>
<b>1695 - Applegate Garden Florist 001-010-6010-000</b>		
45595	09/07/2016	
Inv 812016		49.40
45595 Total:		49.40
<b>1695 - Applegate Garden Florist Total:</b>		<b>49.40</b>
<b>1724 - Banks Pest Control Inc.</b>		
45602	09/07/2016	
Inv 499289		72.00

Check Number	Check Date	Amount
45602 Total:		72.00
<b>1724 - Banks Pest Control Inc. Total:</b>		72.00
<b>1743 - Department of Agriculture &amp; Measurement Standards, County of Kern 447-447-7450-000</b>		
45615	09/07/2016	
Inv 16S000220		420.00
45615 Total:		420.00
<b>1743 - Department of Agriculture &amp; Measurement Standards, County of Kern Total:</b>		420.00
<b>1801 - HD Supply Waterworks LTD 442-403-7140-000</b>		
45623	09/07/2016	
Inv F796013		564.37
Inv F815967		13,096.69
Inv F944898		744.26
Inv F961218		131.06
Inv F961226		436.88
45623 Total:		14,973.26
<b>1801 - HD Supply Waterworks LTD Total:</b>		14,973.26
<b>1851 - AT&amp;T 001-010-7320-000</b>		
45597	09/07/2016	
Inv 7232016		2,682.11
45597 Total:		2,682.11
<b>1851 - AT&amp;T Total:</b>		2,682.11
<b>1947 - Tehachapi Lawn and Garden Equipment 001-030-7120-000</b>		
45660	09/07/2016	
Inv 14064		46.61
45660 Total:		46.61
<b>1947 - Tehachapi Lawn and Garden Equipment Total:</b>		46.61
<b>1975 - Kings River Casting</b>		
45631	09/07/2016	
Inv 33939		15,209.88
45631 Total:		15,209.88
<b>1975 - Kings River Casting Total:</b>		15,209.88
<b>1982 - SSD Systems 001-010-6730-000</b>		

Check Number	Check Date	Amount
45656	09/07/2016	
Inv 1201024-A		39.25
Inv 1201024-Aa		37.01
Inv 1201024-Ab		49.00
Inv 1201024-Ac		49.66
Inv 1201024-Ad		33.08
Inv 1201024-Ae		33.09
Inv 1201024-Af		27.47
Inv 1201024-Ag		27.48
Inv 1201024-Ah		84.37
Inv 1201024-Ai		149.52
Inv 1201024-Aj		37.01
Inv 1201024-Ak		24.67
Inv 418033-S		182.66
Inv 418857-S		199.20
Inv 418976-S		29.60
Inv 419784-S		29.60
Inv 419786-S		29.60
45656 Total:		1,062.27
<b>1982 - SSD Systems Total:</b>		1,062.27
<b>2113 - Fuel Controls Inc. 447-447-6610-000</b>		
45622	09/07/2016	
Inv 87588		14,158.98
45622 Total:		14,158.98
<b>2113 - Fuel Controls Inc. Total:</b>		14,158.98
<b>2147 - Coffee Break Service Inc. 001-010-6010-000</b>		
45612	09/07/2016	
Inv Aug4402		28.95
45612 Total:		28.95
<b>2147 - Coffee Break Service Inc. Total:</b>		28.95
<b>2200 - Argo Chemical 442-403-7430-000</b>		
45596	09/07/2016	
Inv 1608041		1,255.85
Inv 1608127		579.62
45596 Total:		1,835.47
<b>2200 - Argo Chemical Total:</b>		1,835.47
<b>2201 - SC Communications Inc.</b>		
45648	09/07/2016	
Inv 5234		1,881.25
Inv 95996		750.00

Check Number	Check Date	Amount
45648 Total:		2,631.25
<b>2201 - SC Communications Inc. Total:</b>		<b>2,631.25</b>
<b>2443 - Super Seal &amp; Stripe</b>		
45659	09/07/2016	
Inv 1469		13,748.00
45659 Total:		13,748.00
<b>2443 - Super Seal &amp; Stripe Total:</b>		<b>13,748.00</b>
<b>2478 - DataProse Inc.</b>		
45668	09/08/2016	
Inv DP1602224		107.10
Inv DP1602224-A		214.19
Inv DP1602224-B		214.19
Inv DP1602224-C		888.68
Inv DP1602224-D		215.65
Inv DP1602224-E		431.29
Inv DP1602224-F		431.29
45668 Total:		2,502.39
<b>2478 - DataProse Inc. Total:</b>		<b>2,502.39</b>
<b>2589 - Jerome's Tractor Service</b>		
45625	09/07/2016	
Inv C16-523		310.00
45625 Total:		310.00
<b>2589 - Jerome's Tractor Service Total:</b>		<b>310.00</b>
<b>2676 - USPS-Hassler 001-010-6100-000</b>		
45664	09/07/2016	
Inv 8232016		1,000.00
45664 Total:		1,000.00
<b>2676 - USPS-Hassler Total:</b>		<b>1,000.00</b>
<b>2752 - Fastenal Company 442-403-7100-000</b>		
45619	09/07/2016	
Inv CATEH11892		47.85
45619 Total:		47.85
<b>2752 - Fastenal Company Total:</b>		<b>47.85</b>

Check Number	Check Date	Amount
<b>2809 - Thompson, Amelia 001-100-6150-000</b>		
45669	09/08/2016	
Inv 982016		205.00
Inv 982016-A		115.56
45669 Total:		320.56
<b>2809 - Thompson, Amelia Total:</b>		
		320.56
<b>2874 - Department of Justice Accounting Office</b>		
45616	09/07/2016	
Inv 143859		32.00
Inv 143859-A		16.00
Inv 143859-B		6.40
Inv 143859-C		6.40
Inv 143859-D		3.20
45616 Total:		64.00
<b>2874 - Department of Justice Accounting Office Total:</b>		
		64.00
<b>2963 - AT&amp;T</b>		
45598	09/07/2016	
Inv 8410211		638.04
Inv 8410780		54.78
Inv 8410781		19.35
Inv 8427085		407.96
Inv 8427254		114.36
Inv 8427255		438.57
Inv 8427256		118.44
Inv 8427257		54.35
Inv 8427259		70.13
Inv 8427260		19.37
Inv 8427261		36.90
Inv 8427262		19.37
Inv 8427263		19.37
Inv 8427454		29.08
Inv 8444247		1,716.21
Inv 8444496		292.45
Inv 8451431		165.95
45598 Total:		4,214.68
<b>2963 - AT&amp;T Total:</b>		
		4,214.68
<b>3004 - Motor City Auto Center</b>		
45640	09/07/2016	
Inv GCCS807505		185.76
45640 Total:		185.76

Check Number	Check Date	Amount
<b>3004 - Motor City Auto Center Total:</b>		185.76
<b>3005 - Hdl Coren &amp; Cone</b>		
45624	09/07/2016	
Inv 002368-IN		645.00
Inv 0025891-IN		1,596.35
45624 Total:		2,241.35
<b>3005 - Hdl Coren &amp; Cone Total:</b>		2,241.35
<b>3199 - Slick Fish Marketing Co. 001-010-6320-000</b>		
45651	09/07/2016	
Inv 2322		725.00
Inv 2322-a		-181.25
Inv 2323		125.00
Inv 2323-a		-31.25
45651 Total:		637.50
<b>3199 - Slick Fish Marketing Co. Total:</b>		637.50
<b>3274 - Bright House Networks 001-010-7320-000</b>		
45607	09/07/2016	
Inv 064495401081616		173.76
45607 Total:		173.76
<b>3274 - Bright House Networks Total:</b>		173.76
<b>3277 - CoreLogic Information Solutions Inc. 001-050-6300-000</b>		
45613	09/07/2016	
Inv 81712774		241.66
45613 Total:		241.66
<b>3277 - CoreLogic Information Solutions Inc. Total:</b>		241.66
<b>3503 - Solenis LLC</b>		
45653	09/07/2016	
Inv 131071758		3,990.31
45653 Total:		3,990.31
<b>3503 - Solenis LLC Total:</b>		3,990.31
<b>3561 - Lisa Wise Consulting Inc.</b>		
45635	09/07/2016	
Inv 2248		24,873.96

Check Number	Check Date	Amount
45635 Total:		24,873.96
<b>3561 - Lisa Wise Consulting Inc. Total:</b>		24,873.96
<b>3568 - Provost &amp; Pritchard</b>		
45644	09/07/2016	
Inv 59179		1,277.00
45644 Total:		1,277.00
<b>3568 - Provost &amp; Pritchard Total:</b>		1,277.00
<b>3605 - Snider, Suzette</b>		
45652	09/07/2016	
Inv 8182016		30.00
45652 Total:		30.00
<b>3605 - Snider, Suzette Total:</b>		30.00
<b>3652 - Blanchard, Peggy</b>		
45606	09/07/2016	
Inv 8162016		5,100.00
45606 Total:		5,100.00
<b>3652 - Blanchard, Peggy Total:</b>		5,100.00
<b>3708 - Customized Custodial Services</b>		
45614	09/07/2016	
Inv COT0916		979.00
Inv COT0916-A		2,145.00
Inv COT0916-B		495.00
Inv COT0916-C		275.00
Inv COT0916-D		308.00
Inv COT0916-E		583.00
Inv COT0916-F		594.00
Inv COT0916-G		308.00
45614 Total:		5,687.00
<b>3708 - Customized Custodial Services Total:</b>		5,687.00
<b>3746 - KGET 17</b>		
45629	09/07/2016	
Inv 2668068		800.00
45629 Total:		800.00

Check Number	Check Date	Amount
<b>3746 - KGET 17 Total:</b>		800.00
<b>3807 - Diamond Technologies</b>		
45617	09/07/2016	
Inv 17458		25,000.00
45617 Total:		25,000.00
<b>3807 - Diamond Technologies Total:</b>		25,000.00
<b>3836 - Lopez, Carmen</b>		
45636	09/07/2016	
Inv 6		600.00
45636 Total:		600.00
<b>3836 - Lopez, Carmen Total:</b>		600.00
<b>3840 - ProPet Distributors Inc.</b>		
45643	09/07/2016	
Inv 114015		392.95
45643 Total:		392.95
<b>3840 - ProPet Distributors Inc. Total:</b>		392.95
<b>3844 - Franchise Tax Board</b>		
45621	09/07/2016	
Inv 2322		181.25
Inv 2323		31.25
45621 Total:		212.50
<b>3844 - Franchise Tax Board Total:</b>		212.50
<b>3855 - Central Valley Occupational Med Grp</b>		
45611	09/07/2016	
Inv 5717-26		178.00
45611 Total:		178.00
<b>3855 - Central Valley Occupational Med Grp Total:</b>		178.00
<b>3903 - South Street Digital Inc</b>		
45654	09/07/2016	
Inv 10520		346.15
45654 Total:		346.15

Check Number	Check Date	Amount
<b>3903 - South Street Digital Inc Total:</b>		346.15
<b>3925 - Cal Prime Inc</b>		
45610	09/07/2016	
Inv R14014-5		97,136.75
Inv R15004-1		72,238.00
45610 Total:		169,374.75
<b>3925 - Cal Prime Inc Total:</b>		169,374.75
<b>3957 - BAVCO</b>		
45603	09/07/2016	
Inv 771128		171.81
45603 Total:		171.81
<b>3957 - BAVCO Total:</b>		171.81
<b>3979 - Labor Consultants of California</b>		
45632	09/07/2016	
Inv 1344		1,870.00
45632 Total:		1,870.00
<b>3979 - Labor Consultants of California Total:</b>		1,870.00
<b>4000 - Big Jims</b>		
45605	09/07/2016	
Inv 1276		61.24
45605 Total:		61.24
<b>4000 - Big Jims Total:</b>		61.24
<b>4011 - Babcock Laboratories, Inc.</b>		
45601	09/07/2016	
Inv BH60466-8827M		344.00
Inv BH61040-8827M		344.00
Inv BH61952-8827M		314.00
45601 Total:		1,002.00
<b>4011 - Babcock Laboratories, Inc. Total:</b>		1,002.00
<b>4020 - AT&amp;T Long Distance</b>		
45599	09/07/2016	
Inv 861301525		5.42
45599 Total:		5.42

Check Number	Check Date	Amount
<b>4020 - AT&amp;T Long Distance Total:</b>		5.42
<b>4023 - Silver &amp; Wright LLP</b>		
45650	09/07/2016	
Inv 21152		5,445.30
45650 Total:		5,445.30
<b>4023 - Silver &amp; Wright LLP Total:</b>		5,445.30
<b>4036 - Waxie Sanitary Supply</b>		
45665	09/07/2016	
Inv 76133984		186.57
Inv 76133992		198.03
Inv 76133993		167.94
Inv 76133994		189.93
Inv 76157214		49.10
Inv 76167469		419.22
45665 Total:		1,210.79
<b>4036 - Waxie Sanitary Supply Total:</b>		1,210.79
<b>4037 - Donald Thompson</b>		
45618	09/07/2016	
Inv 8222016		200.00
45618 Total:		200.00
<b>4037 - Donald Thompson Total:</b>		200.00
<b>4038 - Shelly Marks</b>		
45649	09/07/2016	
Inv 8222016		200.00
45649 Total:		200.00
<b>4038 - Shelly Marks Total:</b>		200.00
<b>4040 - American Legion Post 221</b>		
45667	09/08/2016	
Inv 982016		1,000.00
45667 Total:		1,000.00
<b>4040 - American Legion Post 221 Total:</b>		1,000.00

Check Number    Check Date

Amount

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Total:	396,438.06
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**CITY OF TEHACHAPI  
TREASURER'S REPORT  
FY 2016-17**

**MONTH END BANK STATEMENT BALANCE**

<b>BANK ACCOUNTS</b>			<b>3/31/2016</b>	<b>4/30/2016</b>	<b>5/31/2016</b>	<b>6/30/2016</b>	<b>7/31/2016</b>	<b>8/31/2016</b>
	<b>Institution</b>	<b>Acct#</b>						
General Checking	Bank of the Sierra	21002-06457	238,902.97	506,902.60	489,609.78	696,560.89	163,998.09	1,416,635.83
Water Deposit Trust	Bank of the Sierra	21002-08503	114,450.00	112,180.00	114,020.00	115,066.00	115,266.00	115,786.00
Payroll	Bank of the West	709-031215	93,459.54	93,089.77	92,665.85	92,317.06	91,959.31	91,612.89
AFLAC Flex Spending	Bank of the West	709-039747	15,775.51	16,081.85	16,419.28	14,186.88	14,455.59	13,892.77
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	189,235.05	206,789.64	221,821.93	234,985.30	252,700.17	16,519.98
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	48,235.50	1.32	1.33	1.33	1.33
LAIF	State of California	98-15-914	7,565,297.41	7,277,207.38	7,277,207.38	7,277,207.38	6,991,490.92	6,091,490.92
<b>Total Funds in Banks</b>			<b>8,325,098.57</b>	<b>8,368,464.83</b>	<b>8,319,723.63</b>	<b>8,538,302.93</b>	<b>7,737,849.50</b>	<b>7,853,917.81</b>
<b>INVESTMENTS</b>								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,093,985.00	2,094,631.00	2,089,911.00	2,110,971.00	2,109,648.00	2,102,830.00
<b>Total Investments</b>			<b>2,093,985.00</b>	<b>2,094,631.00</b>	<b>2,089,911.00</b>	<b>2,110,971.00</b>	<b>2,109,648.00</b>	<b>2,102,830.00</b>
<b>TOTAL PORTFOLIO</b>			<b>10,419,083.57</b>	<b>10,463,095.83</b>	<b>10,409,634.63</b>	<b>10,649,273.93</b>	<b>9,847,497.50</b>	<b>9,956,747.81</b>
<b>RDA SUCCESSOR AGENCY FUNDS</b>								
RDA 2007	Bank of New York	870951/52/53/54	362,789.66	362,792.76	564,468.26	362,799.26	362,802.54	362,805.64
RDA 2005	Bank of New York	870711-16	322,184.66	322,187.41	496,773.82	322,193.16	322,196.06	322,198.80
Successor Agency RDA	LAIF	98-15-914 (2)	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05
<b>Total RDA Successor Agency Funds</b>			<b>3,828,624.37</b>	<b>3,828,630.22</b>	<b>4,204,892.13</b>	<b>3,828,642.47</b>	<b>3,828,648.65</b>	<b>3,828,654.49</b>



APPROVED

DEPARTMENT HEAD: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "Jon Curry", is written over the signature lines for both the Department Head and City Manager.

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19<sup>TH</sup>, 2016    **AGENDA SECTION:** PUBLIC WORKS DIRECTOR

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JON CURRY, PUBLIC WORKS DIRECTOR

**DATE:** SEPTEMBER 13<sup>TH</sup>, 2016

**SUBJECT:** AGREEMENT FOR SAFETY TRAINING AND INSPECTION SERVICES WITH AMERICAN SAFETY SERVICES INC.

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## BACKGROUND

City staff was advised by the Central San Joaquin Valley Risk Management Authority (CSJVRMA), of certain policy and inspection procedures that needed to be included in the most recent update to the Illness and Injury Prevention Plan (IIPP).

The City Safety Committee, which is comprised of Staff from each department, recommended circulating a Request for Proposals (RFP) to identify a safety services company to perform these tasks. The RFP was circulated and posted in February of 2016 and were due March 3<sup>rd</sup>, 2016. A site walk of City facilities was performed with submitting service companies to familiarize them with City facilities and operations.

The results of the RFP process were:

- American Safety Services - \$500/month + \$46.96 round trip for travel
- Safety Tek Industries - \$2,040 - \$3,400/month
- Pro Tech Safety Consulting - \$2,640/month
- EEC Environmental - \$5,800/month

American Safety Services also submitted a training and policy list that includes other training and policy topics that may be needed in the future or chosen by staff as a need to implement. These costs would be in addition to the monthly rate.

The costs for this agreement were budgeted into the FY16/17 budget.

## RECOMMENDATION

Approve agreement with American Safety Services Inc.

**REQUEST FOR PROPOSALS**



**PROPOSALS DUE:**

**March 3<sup>rd</sup> 2016**

**City of Tehachapi  
115 South Robinson Street  
Tehachapi, Ca. 93561**

**I. OBJECTIVE**

- A. To obtain competitive bids for Monthly and Quarterly Site Inspections of City owned Facilities.

**II. HISTORY**

- A. The City of Tehachapi has approximately ten facilities that will require Monthly and/or Quarterly Inspections. The City Staff will conduct the Monthly Inspections and provide a written report and recommendations to the Safety Committee.

**III. SCOPE OF SERVICES**

- A. The successful applicant will work with City Staff on a Quarterly basis to conduct the OSHA Compliant Safety Inspections of the City owned facilities. Written reports will be provided to the Safety Committee within 10 business days of the inspection. If severe hazards or safety concerns are found during the inspection those must be reported immediately.

**IV. APPLICANT SELECTION AND CRITERIA**

**A. Selection Process**

The City of Tehachapi (Safety Committee) will evaluate all eligible responses in accordance with the criteria listed below. Upon completion of the evaluation phase, the city may interview the respondents to determine the most eligible.

**B. Evaluation Criteria**

It is the goal of the City of Tehachapi to select a qualified and experienced Safety Consulting Firm. The successful applicant should demonstrate experience in Safety Inspections, Safety Programs and Training.

The intent is to gauge the general skills of the applicant, the specific talents of key personnel and the quality of work previously completed.

The City shall evaluate all eligible responses based on the following criteria:

1. Professional experience, organizational and technical skills, training and certification. (If certified, include a copy of the certification(s).)

2. Ability to conform to the proposed or required performance and time schedule.
3. Completeness of the proposal.
4. Amount of the monthly fee proposal.

**C. Financial Responsibility**

This RFP does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal. The City reserves the right to reject any and all proposals.

**D. Awarding the Contract**

The City reserves the right to negotiate directly with any party responding to the RFP and may enter into a contract with any responding party. The City reserves the right to award a contract to an applicant that presents the proposal that, in the sole judgment of the City, best accomplishes the desired results. The City also reserves the right to reject any and all proposals and waive any informality or irregularity in the proposals.

**V. SUBMISSION**

Five (5) complete copies of the proposal as well as the Inspection Form Template must be received by the City of Tehachapi no later than March 3, 2016 at 5:30pm. Late proposals will not be accepted.

A walk thru of the facilities can be scheduled with Tyler Napier.

**Address all proposals to:**  
City of Tehachapi  
1151 South Robinson Street  
Tehachapi, Ca. 93561  
Attention: Tyler Napier

**Questions regarding this process should be in writing and emailed directed to:**

Tyler Napier (Utilities Supervisor)  
Phone: 661-822-2200 Extension 507  
E-Mail: [tnapier@tehachapipw.com](mailto:tnapier@tehachapipw.com)

## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF TEHACHAPI ("City") and AMERICAN SAFETY SERVICES, INC., a California Corporation, (the "Consultant"),

### **W I T N E S S E T H:**

WHEREAS, City wishes to contract with Consultant to provide Occupational Safety and Health Administration (OSHA) compliant safety inspections of City facilities, City job sites, and general safety consulting services pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Consultant shall provide OSHA compliant safety inspections for the City facilities described in Exhibit "A" attached hereto and by this reference made a part hereof and City staff job sites each month during the term of this Agreement. Consultant expects that the Services can be performed within an 8 hour day each month. Consultant shall submit a report each month documenting the inspections and monthly or quarterly reports for progress tracking (the "Services"). All reports, information, data and exhibits drafted or provided by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City. In the event City wishes Consultant to perform any of the services described in Exhibit "B" attached hereto and by this reference made a part hereof, Consultant agrees to provide those services for the pricing described in Exhibit "B".

3. Consultant shall perform the Services each month for a fee of \$500.00 per month (the "Fee"). In addition to the Fee, City shall pay Consultant's mileage in the amount of \$46.76 round trip. Consultant shall submit invoices monthly. City Manager or his representative shall have the right of reasonable review of each invoice and, at the conclusion of each review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, Consultant shall be paid in the regular cycle of payments made by City for other bills and claims.

4. The term of this Agreement shall be for 24 months from the date hereof. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other. In the event of such termination, Consultant shall be entitled to payment for the Services provided prior to the date of termination.

5. Consultant shall indemnify, defend (upon request by City) and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages of any nature, including attorney's fees, for injury to or death of any person, and for damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the negligent performance of this Agreement by act or omission by or on behalf of Consultant. Notwithstanding the foregoing, Consultant shall have no liability for the information provided to Consultant by City and its reasonable use by Consultant.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall

not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if sent by confirmed facsimile or when sent by electronic mail ("Email") or when deposited in the United States mail, postage prepaid, first class, addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Email - ggarrett@tehachapicityhall.com; or if to Consultant, Brett Moseley, 3209 Landco Drive, Bakersfield, California 93308, Fax - (661) \_\_\_\_\_, Email - brett@americansafetyservices.com. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

9. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any action arising out of or relating to this Agreement shall be Kern County, California if in state court and Fresno, California if in federal court.

11. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

12. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

13. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

14. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

15. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
SUSAN WIGGINS, Mayor,  
City of Tehachapi, California

AMERICAN SAFETY SERVICES,  
INC., "Consultant"

By: \_\_\_\_\_  
BRETT MOSELEY,  
Vice President

**EXHIBIT "A"**  
**[City Facilities]**

**LOCATIONS:**

**LOCATION ADRESS:**

<b>City Hall</b>	<b>115 South Robinson St.</b>
<b>City Hall Annex</b>	<b>117 South Robinson St.</b>
<b>Police Department</b>	<b>200 West C St.</b>
<b>Waste Water Treatment Facility</b>	<b>750 Enterprise Way</b>
<b>Public Works Yard</b>	<b>800 Enterprise Way</b>
<b>Construction Dept.</b>	<b>100 Commercial Way</b>
<b>Airport Work Areas</b>	<b>314 North Hayes St.</b>

## EXHIBIT "B"

### OTHER CONSULTING SERVICES OFFERED BY:

	<u>PRICING</u>
Program Implementation or Revisions to Procedures	\$80.00 PER HOUR
Incident Investigations and Reporting	\$80.00 PER HOUR
Behavioral Based Safety COACH	\$80.00 PER HOUR
Environmental and Occupational Surveys (Noise, chemicals, etc.)	\$80.00 PER HOUR
Fire Extinguisher Inspections	\$15.00 PER UNIT
Eyewash Inspections/Function Test	\$15.00 PER UNIT
First Aid Kit Inspections	\$15.00 PER UNIT
First Aid Kit Restocking	<i>Charge per Product Refill</i>
First Aid Kit Rental ( <i>Wall Mount 2 Shelf</i> )	\$7.00 PER MONTH
4-Gas Monitor (H2S, LEL, CO, O2)	\$20.00 DAILY/PER UNIT



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

**MEETING DATE:** September 6, 2016    **AGENDA SECTION:** DEVELOPMENT SERVICES

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:** AUGUST 23, 2016

**SUBJECT:** MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS

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**BACKGROUND:**

As the Council may be aware, the City has entered in an agreement in 2007 with the State of California Department of Transportation (Caltrans) to fund certain local transportation related projects with federal funds. Recently Caltrans has updated this agreement and the City needs to execute said agreement. According to the Master Agreement between the City and Caltrans, the City is obligated to approve and sign Program Supplement Agreement on a project-by-project basis for programs that do not fall under that Master Agreement.

**RECOMMENDATION:**

**APPROVE AND AUTHORIZE THE MAYOR TO SIGN AND EXECUTE MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 09-5184F15.**

**MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
FEDERAL-AID PROJECTS**

09            City of Tehachapi  
-----  
District    Administering Agency

Agreement No. 09-5184F15

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Tehachapi, 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 Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal 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 "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal 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 of 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.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of 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.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design 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.

11. 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.

12. When PROJECT is not on the State Highway System 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.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor 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 (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid 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. 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, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all 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 relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. 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.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

### 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 federal-aid 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 FHWA 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 and FHWA. 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 federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. 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.

## 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 California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the 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 authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for 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.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. 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 STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. 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.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or 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 (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.
17. 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 rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA 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 within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. 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.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder 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, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE 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 withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. 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, pursuant to Article IV - 22, 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.

24. 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, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
  
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
  
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
  
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

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 as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. 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.
3. 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 or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, 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 work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. 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.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. 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 PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants 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 discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. 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 Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. 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.

14. Neither STATE nor any officer or employee thereof shall be 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 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, 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. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. 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 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, 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 PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

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

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

19. 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 officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Tehachapi

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance

\_\_\_\_\_  
City of Tehachapi  
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 because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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 (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(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.

## EXHIBIT B

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

# COUNCIL REPORTS

**MEETING DATE:** September 6, 2016    **AGENDA SECTION:** DEVELOPMENT SERVICES

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:** AUGUST 18, 2016

**SUBJECT:** PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

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**BACKGROUND:**

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Regional Surface Transportation Program (RSTP) in connection with the rehabilitation of Tucker Road between Valley Boulevard and Cherry Lane. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement is for the construction phase of the project

Attached to this memorandum is Program Supplement Agreement No. F023 for the Tucker Road Rehabilitation Project as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the construction of this project.

**RECOMMENDATION:**

**ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F023 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184F15, PROJECT NO. STPL-5184(028).**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI  
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM  
SUPPLEMENT AGREEMENT NO. F023 TO ADMINISTERING AGENCY-STATE  
AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184F15,  
PROJECT NO. STPL-5184 (028)**

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Regional Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Highway Bridge Replacement and Rehabilitation Program (HBRR)(collectively “the Programs”); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184F15, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. F023 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184F15, FOR PROJECT NO. STPL-5184 (028), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6<sup>th</sup> day of September, 2016.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Susan Wiggins, Mayor  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
Tori Marsh, City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on September 6, 2016.

\_\_\_\_\_  
Tori Marsh, City Clerk  
City of Tehachapi, California

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
 1120 N STREET  
 P.O. BOX 942874, MS# 1  
 Sacramento, CA 94274-0001  
 TTY 711  
 (916) 654-3883  
 Fax (916) 654-2408

August 11, 2016

Mr. Jon Curry  
 Public Works Director  
 City of Tehachapi  
 115 S. Robinson St.  
 Tehachapi, CA 93561

Attn: Mr Jay Schlosser

Dear Mr. Curry:

Enclosed are two originals for both the Administering Agency-State Agreement No. 09-5184F15, Program Supplement Agreement No. 023-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

**The Master Agreement has been revised to incorporate the various changes in regulations and policies.**

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

*John Hoole*  
 JOHN HOOLE, Chief  
 Office of Project Implementation - South  
 Division of Local Assistance

Enclosure

c: DLA AE Project Files  
 (09) DLAE - Forest Becket

RECEIVED

AUG 15 2016

City of Tehachapi

RECEIVED

AUG 15 2016

PUBLIC WORKS DEPARTMENT



File : 09-KER-0-THPI

STPL-5184(028)

On Tucker Rd. from approx. 100' S.  
 of Valley Blvd. to Cherry Ln.

DEPARTMENT OF TRANSPORTATION  
 DIVISION OF ACCOUNTING  
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/09/2016  
 D\_CO RT: 09-KER-0-THPI  
 Project No: STPL-5184(028)  
 Adv Project Id: 0916000041  
 Period of Performance End Date: 06/30/2018  
 Agreement End Date: 03/31/2020

Attention: City of Tehachapi

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL M24E	LOCAL
Construction	Lump Sum	\$462,070.00	\$462,070.00	68.20%	\$315,110.00	\$146,960.00
Contract Items: \$401,800 Contingencies: \$60,270 Total: \$462,070						
<b>Totals:</b>		<b>\$462,070.00</b>	<b>\$462,070.00</b>	<b>0.00%</b>	<b>\$315,110.00</b>	<b>\$146,960.00</b>

Participation Ratio: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.



Signature:

Title: HQ Local Assistance Area Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed A. Abdin

Telephone No: (916) 653-7928

Remarks: Agency finance letter dated 5/31/82016. Reimbursed at approximately 68.20% up to maximum pro-rata basis on a lump sum basis. -cng 7/7/2016

ACCOUNTING INFORMATION						STPL-5184(028)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0916000041	16102F	2030010810	F	\$315,110.00	\$0.00	\$315,110.00	06/30/21		

**PROGRAM SUPPLEMENT NO. F023**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5184F15**

**Adv Project ID**                      **Date:** August 1, 2016  
 0916000041                      **Location:** 09-KER-0-THPI  
    **Project Number:** STPL-5184(028)  
    **E.A. Number:**  
    **Locode:** 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on \_\_\_\_\_ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

On Tucker Rd. from approx. 100' S. of Valley Blvd. to Cherry Ln.

**TYPE OF WORK:** Road Rehabilitation

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M24E		LOCAL	OTHER
\$462,070.00		\$315,110.00	\$146,960.00	\$0.00

**CITY OF TEHACHAPI**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Attest \_\_\_\_\_

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Roxanne Jane Chyn                      **Date** 8/1/2016                      \$315,110.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1.
  - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
  - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
  - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
  - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for 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.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

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

F. 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 rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA 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 within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. 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 the following paragraph:

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, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. 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 set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

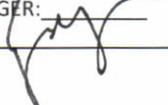
**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** DEVELOPMENT SERVICES

---

**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:** SEPTEMBER 1, 2016

**SUBJECT:** CAPITAL HILLS PARKWAY ACCEPTANCE AND SUMMARY VACATION OF A PORTION OF CAPITAL HILLS PARKWAY

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## BACKGROUND

As the City Council is aware, the Tehachapi Planning Commission approved the construction of a Hampton Inn in the northwest corner of Capital Hills Parkway and Challenger Drive in late 2015. As a condition of the project, the project applicant will be required to construct a partial extension of Capital Hills Parkway in a northeasterly direction from the current end of the roadway to the northeast corner of the property that is to be developed.

During the planning process, City Staff considered the issue of the existing and future width of Capital Hills Parkway as it is to be extended with this project and future projects to the north. Capital Hills Parkway to the southwest of this location has a total right-of-way width of 160' feet and contains 6 lanes for vehicle traffic as well as a substantial median area. Staff concluded that this roadway size was excessive and unnecessary based upon the changes to our proposed circulation network as illustrated in our General Plan. Given the expectations solidified in the General Plan, City Staff determined that a further extension of Capital Hills Parkway should transition from the larger non-standard 160' right-of-way to the current City Standard width of 110' feet for major arterials.

With this modification understood, the Hampton Inn developer proposed a project with the roadway width transitioning from 160' to 110'. The Planning Commission approved the project as presented.

## PROPOSAL

Capital Hills Parkway between Challenger Drive and Discovery Way was dedicated to the City by the underlying property owner in 1991. The City accepted the right-of-way in 1991 only to determine that there was an imperfection in the dedication document at that time. The minor imperfection (error in the name of the property owner) was corrected and rededicated in 1991. However, the City did not re-accept this corrected right-of-way.

As such, the current proposal is two-fold:

1. That the City Council would first re-accept the Capital Hills Parkway right-of-way to perfect the City's control over the land in question.
2. That the City Council would vacate that portion of the right-of-way and public service easement that has been determined to be surplus relative to the roadway proposed for this location.

**RECOMMENDATION**

The City Attorney was consulted on this issue and has prepared the relevant documents for approval.

**APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE IRREVOCABLE OFFER OF DEDICATION DATED SEPTEMBER 11, 1991 AS RECORDED ON SEPTEMBER 16, 1991 AS BOOK 6569, PAGES 0664-0668, AND INSTRUCT STAFF TO RECORD SAME.**

**ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI VACATING A PORTION OF AN EASEMENT CONVEYED TO THE CITY OF TEHACHAPI AND A PORTION OF A PUBLIC SERVICE EASEMENT AND RIGHT-OF-WAY PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTIONS 8330 ET SEQ.**

The Hampton Inn project applicant has not yet completed the process to receive a building permit for this project. As such, City Staff suggests that we withhold signature and recordation of the vacation until that permit has been obtained. The relevant documents are attached for your review and to depict the land in question.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Tehachapi Development Services  
115 South Robinson Street  
Tehachapi, California 93561  
Attn.: Development Services Director

---

[SPACE ABOVE FOR RECORDER'S USE ONLY]

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by Irrevocable Offer of Dedication, dated September 11, 1991, and recorded in the Kern County Official Records on September 16, 1991 as Book 6569, Pages 0664-0668 from James D. Crawford Trust, dated November 27, 1990 and John R. Guthrie, to the City of Tehachapi, a political subdivision of the State of California, is hereby accepted.

By the order of the City Council of the City of Tehachapi on \_\_\_\_\_, 2016, the City consents to the recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_, 2016

---

SUSAN WIGGINS, Mayor, City of  
Tehachapi, California

ACKNOWLEDGMENT

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

State of California     )  
  ) ss.  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_ [Seal]

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF TEHACHAPI VACATING A  
PORTION OF AN EASEMENT CONVEYED TO  
THE CITY OF TEHACHAPI AND A PORTION  
OF A PUBLIC SERVICE EASEMENT AND  
RIGHT-OF-WAY PURSUANT TO CALIFORNIA  
STREETS AND HIGHWAYS CODE SECTIONS  
8330 ET SEQ.**

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WHEREAS, an easement was granted to the City of Tehachapi and recorded on June 3, 1991 in Book 6528, Pages 1556-159 and on September 16, 1991 in Book 6569, Pages 0664-0668 (the "City Easement") and the foregoing documents also granted a public service easement to the public in general (the "Public Easement"); and

WHEREAS, the City wishes to vacate that portion of the City Easement and Public Easement more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Vacated Portion") pursuant to Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code of California (Sections 8330 et seq.); and

WHEREAS, City has not utilized the City Easement or the Public Easement for more than five (5) consecutive years from the date hereof and the City hereby finds that the Vacated Portion is excess property to the City; and

WHEREAS, from and after the date of recordation of this resolution, the Vacated Portion shall no longer constitute a portion of the City Easement or the Public Easement.

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

1. That the foregoing recitals are true and correct.

2. That the Vacated Portion of the City Easement and the Public Easement is hereby vacated and that from and after the date of recordation of this resolution, the Vacated Portion shall no longer constitute a portion of the City Easement or the Public Easement and the real property over which the Vacated Portion lies shall henceforth be free of the encumbrance of the City Easement and the Public Easement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the \_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
SUSAN WIGGINS, Mayor of the  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
TORI MARSH, City Clerk of the City of  
Tehachapi, California

I hereby certify that the foregoing Resolution was duly and regularly adopted by the  
City Council of the City of Tehachapi at a regular meeting thereof held on the  
\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
TORI MARSH, City Clerk of the City of  
Tehachapi, California

## EXHIBIT "A"

A.P.N.: 223-550-03 (portion)

*ABANDONMENT OF STREET RIGHT OF WAY (PORTION OF UTILITY & PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION RECORDED SEPTEMBER 16, 1991 AS DOCUMENT NO. 118076 IN BOOK 6569 PAGE 0664, O.R.K.C.)*

That portion of Section 16, Township 32 South, Range 33 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, more particularly described as follows:

Commencing at the most southerly corner of Parcel 3 of Parcel Map No 9094 filed in Book 44 Pages 119 & 120 of Parcel Maps, Kern County Records, said point also being the point of beginning of the land described in the grant of easement and offer of dedication recorded September 16, 1991 in Book 6569 Page 0664 as Document No. 118076, Official Records Kern County;

Thence North 27°04'30" West a distance of 78.18 feet to the **True Point of Beginning**;

Thence continuing North 27°04'30" West a distance of 1.82 feet to the most westerly corner of said easement;

Thence along the northwesterly boundary of said easement, North 62°55'30" East a distance of 560.57 feet to the beginning of a tangent curve concave northwesterly and having a radius of 20.00 feet;

Thence northerly along said curve through a central angle of 87°04'59" an arc distance of 30.40 feet to the northeasterly boundary of said easement, said point also being the beginning of a reverse curve concave northeasterly and having a radius of 1945.00 feet a radial to which bears South 65°50'31" West;

Thence southeasterly along said curve through a central angle of 00°43'47" an arc distance of 24.77 feet to the beginning of a reverse curve concave northwesterly and having a radius of 20.00 feet;

Thence southwesterly along said curve through a central angle of 87°48'45" an arc distance of 30.65 feet;

Thence along a line parallel with and 25.00 feet southeasterly of the northwesterly boundary of said easement, South 62°55'30" West a distance of 190.57 feet to the beginning of a tangent curve concave northwesterly and having a radius of 1486.00 feet;

Thence southwesterly along said curve through a central angle of 02°51'34" an arc distance of 74.16 feet;

Thence South 65°47'04" West a distance of 114.32 feet to the beginning of a tangent curve concave northwesterly and having a radius of 113.00 feet;

Thence southwesterly along said curve through a central angle of 09°52'37" an arc distance of 19.48 feet;

Thence South 75°39'41" West a distance of 40.44 feet to the beginning of a tangent curve concave southeasterly and having a radius of 127.00 feet;

Thence southwesterly along said curve through a central angle of 10°17'33" an arc distance of 22.81 feet to the beginning of a compound curve concave southeasterly and having a radius of 1553.53 feet a radial to which bears North 24°37'51" West;

Thence southwesterly along said curve through a central angle of 03°39'43" an arc distance of 99.29 feet to the **True Point of Beginning**.

Area: 10,378 Square Feet



# EXHIBIT "B"

## EXHIBIT FOR ABANDONMENT OF STREET RIGHT OF WAY

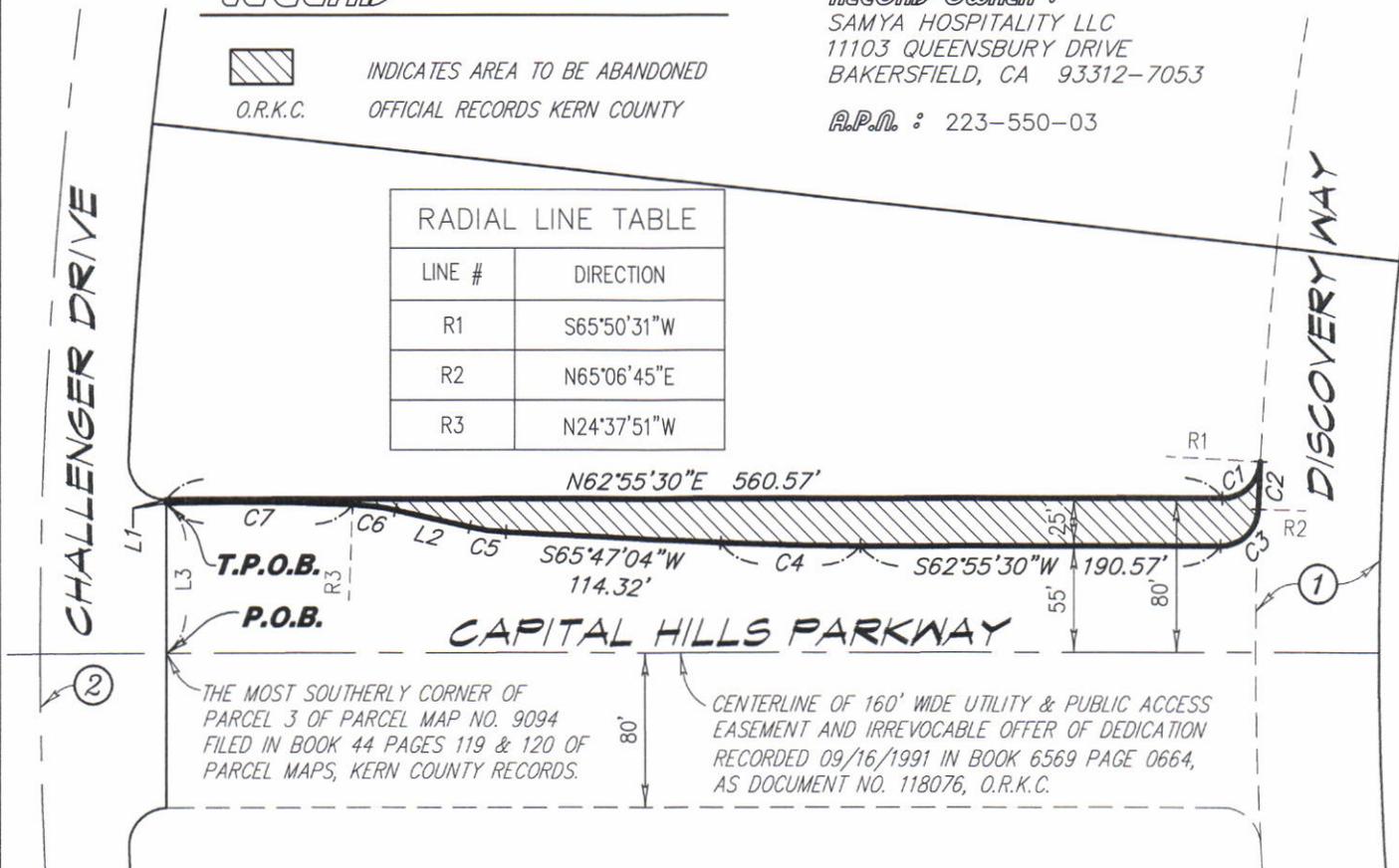
**PORTION OF UTILITY & PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION  
RECORDED SEPTEMBER 18, 1991 AS DOCUMENT NO. 118076 IN BOOK 6569 PAGE 0664, O.R.K.C.**

### LEGEND

 INDICATES AREA TO BE ABANDONED  
O.R.K.C. OFFICIAL RECORDS KERN COUNTY

**RECORD OWNER :**  
SAMYA HOSPITALITY LLC  
11103 QUEENSBURY DRIVE  
BAKERSFIELD, CA 93312-7053  
**A.P.N. :** 223-550-03

RADIAL LINE TABLE	
LINE #	DIRECTION
R1	S65°50'31"W
R2	N65°06'45"E
R3	N24°37'51"W



N62°55'30"E 560.57'

S65°47'04"W 114.32'      S62°55'30"W 190.57'

**CAPITAL HILLS PARKWAY**

THE MOST SOUTHERLY CORNER OF  
PARCEL 3 OF PARCEL MAP NO. 9094  
FILED IN BOOK 44 PAGES 119 & 120 OF  
PARCEL MAPS, KERN COUNTY RECORDS.

CENTERLINE OF 160' WIDE UTILITY & PUBLIC ACCESS  
EASEMENT AND IRREVOCABLE OFFER OF DEDICATION  
RECORDED 09/16/1991 IN BOOK 6569 PAGE 0664,  
AS DOCUMENT NO. 118076, O.R.K.C.

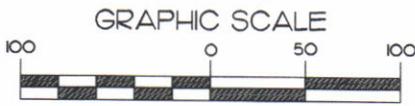
### KEYNOTES:

- ① 65' WIDE UTILITY & PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION RECORDED 09/16/1991 IN BOOK 6569 PAGE 0670 AS DOCUMENT NO. 118077, O.R.K.C.
- ② CENTERLINE OF 90' WIDE GRANT OF FEE TITLE TO CITY OF TEHACHAPI PER INSTRUMENT RECORDED 09/18/1992 IN BOOK 6732 PAGE 1618 AS DOCUMENT NO. 139085, O.R.K.C. AND CENTERLINE OF 90' WIDE UTILITY & PUBLIC ACCESS EASEMENT AND IRREVOCABLE OFFER OF DEDICATION PER INSTRUMENT RECORDED 09/18/1992 IN BOOK 6732 PAGE 1590 AS DOCUMENT NO. 139083, O.R.K.C.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N27°04'30"W	1.82'
L2	S75°39'41"W	40.44'
L3	N27°04'30"W	78.18'

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	20.00'	30.40'	87°04'59"
C2	1,945.00'	24.77'	0°43'47"
C3	20.00'	30.65'	87°48'45"
C4	1,486.00'	74.16'	2°51'34"
C5	113.00'	19.48'	9°52'37"
C6	127.00'	22.81'	10°17'33"
C7	1,553.53'	99.29'	3°39'43"

  
 PROFESSIONAL LAND SURVEYOR  
 DALE G. MELL  
 Renewal Sept. 30, 2016  
 No. 4823  
 STATE OF CALIFORNIA



1 INCH = 100 FEET



APPROVED  
 DEPARTMENT HEAD: *[Signature]*  
 CITY MANAGER: *[Signature]*

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** DEVELOPMENT SERVICES

**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:** SEPTEMBER 6, 2016

**SUBJECT:** MILL STREET REHABILITATION PROJECT - AWARD

**BACKGROUND:**

The City of Tehachapi received a sum of money associated with the Capital Hills Assessment District. These funds are now available for use in association with the infrastructure in the assessment district. City Staff identified a need to rehabilitate Mill Street north of Industrial Parkway north to the intersection of Capital Hills Parkway and Challenger Drive. The project proposes a mix of full-depth reclamation paving and roadway overlay.

On July 20, 2016 advertising began for the project. Staff opened bids for this project on August 25, 2016. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
R.C. Becker & Son, Inc.	\$759,684.31
Vance Corporation	\$809,870.00

**RESPONSIVENESS REVIEW:**

In compliance with the Public Contract Code, City Staff undertook a review of the bids received to confirm that the apparent low bidder provided a responsive bid. The bid provided by R.C. Becker & Son, Inc. has been deemed to be responsive.

**FISCAL IMPACT:**

The engineer's estimate for this project (including contingency) is \$744,400. The funds available for this project total \$741,000. The bid provided by R.C. Becker & Son, Inc., is comparable to the project estimate but exceeds our available funds. The remaining funds needed to cover the cost of this project will be drawn from available Gas Tax funds.

**RECOMMENDATION:**

**AWARD THE MILL STREET REHABILITATION PROJECT TO R.C. BECKER & SON, INC. IN THE AMOUNT OF \$759,684.31 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$37,984.21).**



Kern County Korean War Veterans Memorial Hwy

58



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 19, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** JOHN (JAY) SCHLOSSER, P.E.

**DATE:** SEPTEMBER 6, 2016

**SUBJECT:** MINOR SUPPORT SERVICES AGREEMENTS FOR DEVELOPMENT SERVICES (INFORMATION ONLY)

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## BACKGROUND

On August 12, 2012, and December 7, 2015, the City Council approved the minor engineering support services agreement template and the minor planning and building support services agreement template, respectively. These agreements authorize the City Manager to execute all future minor engineering, planning and building support services agreements, up to a maximum value of \$15,000.00, in support of Council authorized projects and budgeted activities. Council also requested a report of these contracts be made on a re-occurring basis at the next available council meeting.

## DESCRIPTION

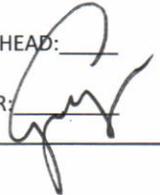
In September 2016, the City Manager authorized the following agreements:

1. QK Incorporated Minor Services Agreement: City Staff has periodic need of minor engineering and drafting support. Common work items include brief reviews of traffic conditions, updates to department maps, or the ability to discuss a detailed engineering item with a specialist. These needs are budgeted under Department 050. This agreement is prepared on a time & materials basis for a not-to-exceed value of \$10,000.
2. Capital Accounting Partners, LLC Minor Consulting Services Agreement: Due to Planning Department changes in 2015/2016, updates to our departmental fee schedule are needed. Capital Accounting Partners produced our most recent fee study and have been engaged to prepare the update. This agreement is prepared on a time & materials basis for a not-to-exceed value of \$8,010. This effort is budgeted under Department 050.

**THIS REPORT IS PROVIDED FOR INFORMATION ONLY**



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



# COUNCIL REPORTS

MEETING DATE: August 15<sup>th</sup>, 2016    AGENDA SECTION: POLICE DEPARTMENT

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**TO:**                    HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:**                KENT KROEGER, POLICE CHIEF

**DATE:**                September 19<sup>th</sup> 2016

**SUBJECT:**            Emergency Notification System- Everbridge Incorporated (Nixle)

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## BACKGROUND

An Emergency Notification System is used by state and local government organizations to effectively notify residents and businesses by landline or cellular phone about emergency situations. The City of Tehachapi currently contracts with CodeRED for Emergency Notification System services. Our agency has found it difficult to launch emergency notifications using this system and as a result, CodeRED is infrequently used. The contract for this service expires in November of 2016.

Understanding the importance of having a reliable and easy to launch Emergency Notification System, our Department explored alternative systems to provide this service. We discovered that a large percentage of public safety agencies currently utilize "Nixle" to provide Emergency Notification System services.

Everbridge Incorporated or "Nixle" is a **Community Information Service** built exclusively for secure and reliable communications. The Nixle service is built on the most authenticated, secure, reliable, and high-speed platform, ensuring communications are trusted and accurate. Until now, there has never been an authenticated and secure service that connects municipal agencies and community organizations to their residents in real-time, with the same ease and in the same way that current services such as Facebook, MySpace, and Twitter provide users with an unauthenticated platform for connections. Nixle solves this problem by providing ONE standardized service for consumers to receive immediate and credible neighborhood-level public safety and community information, via SMS, email, or web.

Representatives from Nixle provided staff with a demonstration of the system and we found Nixle to be far superior to CodeRED. Nixle is much simpler to launch emergency notifications and share general community information such as road closures, special events, etc. The "Nixle 360" package includes:

- Unlimited Text, Email and Web Messaging
- Facebook, Twitter, and YouTube Posting
- IPAWS Publication

- Publication to Google Alerts
- Anonymous Tipping for residents
- National Weather Service (NWS) severe weather alerts
- Mobile Message Publishing
- Website integration
- Easy text message opt-in
- GIS targeting of households and neighborhoods
- Robust reporting and analytics, and more!

### **FISCAL IMPACT**

The annual fee for the Nixle service is \$5,750.00 with a one-time implementation and set-up fee of \$500.00. These fees are included within the existing Police Department Budget for our previous Emergency Notification System service provider, Code Red. Our Department will realize a cost savings of over \$2,000 annually by changing service providers. Nixle offered to include one month free of service (October 2016) to help bridge the discontinuation of CodeRED and startup of Nixle.

### **RECOMMENDATION**

Due to the benefits of Nixle, staff recommends Council approve the agreement with Everbridge Incorporated (Nixle) and adopt a resolution authorizing the Chief of Police to sign the Agreement on behalf of the City subject to approval by the City Attorney.



Everbridge, Inc. –Nixle Solutions  
Core Platform Service Agreement



This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc., with a principal place of business at 155 North Lake Ave., Suite 900, Pasadena, CA 91101 (“**Everbridge**”), and \_\_\_\_\_ with a principal place of business located at \_\_\_\_\_ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, applicable (each, a “**Contact**”) set forth on the Quote.

**2. PAYMENT TERMS.** Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one-half percent (0.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

**3. RESPONSIBILITIES.**

**3.1 Users.** If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Service as provided above are referred to as “**User(s)**”. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

**3.2 Client Data.** “**Client Data**” is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. “**Service Providers**” shall mean

communications carriers, data centers, collocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

**3.3 Limitations on Use.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

**3.4 Security of Services.** Everbridge’s IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the “**Privacy and Security Compliance**” link on [www.everbridge.com](http://www.everbridge.com). “**Privacy Laws**” means all state and federal laws and regulations regarding data protection and privacy.

**4. TERM.** This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties.

**5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to \$1,000.

**5.3 Suspension.** Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

## **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

**6.2 Restrictions.** Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement, including key words through the Nixle branded products (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

## **7. CONFIDENTIAL INFORMATION.**

**7.1 Definition; Protection.** As used herein, "**Confidential Information**" means all information (except such information which is deemed public record under the Public Records Act, California Government Code Sections 6250 et seq.) of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

**7.2 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## **8. WARRANTIES; DISCLAIMER.**

**8.1 Everbridge Warranty.** Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

## 9. INDEMNIFICATION.

### 9.1 Intentionally Omitted.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any third party claim, suit or proceeding ("Claim") against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the

combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement with Everbridge's Professional Services organization relating to the Service to the extent the claim of infringement is based on the foregoing. The indemnification obligations by Everbridge set forth herein shall be the exclusive remedy for infringement of any IP Right.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any loss of use, interruption of business, costs of substitute services, or any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

**11.4 Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment a subsidiary or affiliate, or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, Client shall not assign this Agreement to any third party which is a competitor of Everbridge.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

**11.7 Marketing.** Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

**11.8 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data

to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.9 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

**11.10 General.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p><b>EVERBRIDGE, INC.</b></p> <p>By: _____          Print Name: _____          Title: _____          Date: _____</p> <p><b>Address:</b>          155 North Lake Avenue          Suite 900          Pasadena, CA 91101</p> <p><b>For legal notice:</b>          Attention: Legal Department</p> <div style="text-align: center;">   <b>everbridge</b>  <b>LEGAL APPROVED</b>  <small>By Sana Shah at 12:23 pm, Aug 31, 2016</small> </div>	<p><b>CLIENT:</b> _____</p> <p>By: _____          Print Name: _____          Title: _____          Date: _____</p> <p><b>Client's Address:</b>          _____          _____          _____</p> <p>Attn: _____          Email: _____          Tel: _____</p> <p><b>Address for Legal Notice:</b>          _____          _____          _____</p> <p>Attn: _____</p>
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EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**Nixle Branded Products:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Service or [www.nixle.com](http://www.nixle.com) for public facing communications to citizens and other public groups (collectively, "**Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of Communications to Contacts or to and on other websites where Everbridge displays your Communications, and for marketing the Services, and (c) place a widget on Client's website in order to drive Contact registrations. Client further acknowledges and agrees that all personal information from public users registering through the Nixle branded websites is owned expressly by Everbridge and such information will be governed by the Privacy Policy.

**Everbridge Branded Products:**

"**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

"**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

"**Premium Features**" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.
3. **Peer to Peer Messaging.** For Clients purchasing any secure peer to peer messaging solutions ("P2P Solutions"), Everbridge's compliance with Privacy Laws includes compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that the P2P Solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage. The P2P Solutions are provided on an "AS IS" and "AS AVAILABLE" basis. Technical difficulties or failures may occur at any time, and the solutions are used at your sole risk. The sole remedy for a failure of the P2P Solution is to terminate such services with no further payments due.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.*

33. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
34. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
35. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
36. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF TEHACHAPI AUTHORIZING THE CITY OF  
TEHACHAPI TO ENTER INTO AN AGREEMENT  
WITH EVERBRIDGE INCORPORATED FOR  
EMERGENCY ALERT SERVICES**

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WHEREAS, City of Tehachapi recognizes that the maintenance of public safety is one of the critical duties of a municipality; and

WHEREAS, the City of Tehachapi seeks to ensure open communication between its emergency service providers and its residents; and

WHEREAS, recently developed technologies can allow municipalities to use text messaging to instantly inform residents of criminal activity, vehicular accidents, severe weather, parking restrictions, and other pertinent information; and

WHEREAS, the City of Tehachapi seeks to utilize the Nixle application to provide such information to the public; and

WHEREAS, the City of Tehachapi and Everbridge Incorporated have hereto negotiated Articles of Agreement for the maintenance of a subscription to the Nixle

emergency alert software based on the proposal by Everbridge incorporated, and with an exact copy of said Articles of Agreement attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi as follows:

1. The City of Tehachapi hereby accepts and approves the Articles of Agreement negotiated with Everbridge Incorporated to provide emergency alert services, and with an exact copy of said Articles Agreement attached hereto as **Exhibit 1**.

2. That the City Council hereby approves the Everbridge Incorporated Subscription and authorizes the City's Police Chief or his designee to execute same.

PASSED AND ADOPTED on the 19th day of September, 2016 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
SUSAN WIGGINS, Mayor, City of  
Tehachapi, California

ATTEST:

\_\_\_\_\_  
TORI MARSH, City Clerk,  
City of Tehachapi, California



APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

*[Handwritten signature over the City Manager line]*

# COUNCIL REPORTS

MEETING DATE:      AGENDA SECTION: POLICE DEPARTMENT

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**TO:**                    HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:**                KENT KROEGER, POLICE CHIEF

**DATE:**                DATE: September 19<sup>th</sup>, 2016

**SUBJECT:**            ACCEPTANCE OF POST PUBLIC SAFETY DISPATCHER PROGRAM

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## BACKGROUND

The Tehachapi Police Department is requesting to continue its professionalism and training standards with POST and Police Technicians. Currently, sworn officers are participating in the POST program; however, the Police Technicians (Public Safety Dispatchers) are separate from this, and must request to participate in the POST Public Safety Dispatcher Program separately. Staff is requesting a modification to the COT ordinance 2.20 to allow the Public Safety Dispatchers to be certified through POST.

A dispatch center of a local law enforcement department or an independent communication service agency [i.e., an agency that employ dispatchers who primarily provide services to both police and fire and /or fire and emergency medical services (EMS) and which is not a part of a local law enforcement department] may apply to participate in the POST Public Safety Dispatcher Program. To be eligible for participation in the POST Public Safety Dispatcher Program, the dispatch center of a local law enforcement department or an independent communication service agency (as described above) shall agree to comply with and continue to adhere to minimum selection and training standards and other applicable Commission Regulations for its public safety dispatchers.

Incumbent public safety dispatchers will not be required to meet selection and entry-level training standards. Dispatchers hired after the agency enters the Public Safety Dispatcher Program shall meet the requirements applicable to dispatchers as specified in Commission Regulations. Any incumbent dispatcher who transfers to another participating department will be considered a new hire and shall be required to meet selection and training standards.

## ACCEPTANCE

Participation of the dispatch center of a local law enforcement department will be confirmed by the Executive Director and an effective date of entry established. Approval of a dispatch center's participation in the POST Reimbursable Program will also be confirmed.

**FISCAL IMPACT**

NONE

**RECOMMENDATION**

Accept and approve the attached modification to Ordinance 2.20 approving the Public Safety Dispatchers participation in the POST program.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 690 AND TEHACHAPI MUNICIPAL CODE SECTION 2.20.020 PERTAINING TO PEACE OFFICER STANDARDS AND TRAINING FOR PUBLIC SAFETY DISPATCHERS.**

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**THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.            AMENDMENT.**

Tehachapi Municipal Code Section 2.20.020 is hereby replaced with the following:

**"2.20.020-Recruitment and training standards:**

A. Pursuant to Sections 13510.1 and 13512 of the California Penal Code, the Tehachapi Police Department with adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training.

B. Pursuant to Sections 13510(c) and 13512 of the California Penal Code, the City of Tehachapi shall adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training for recruitment and training standards of public safety dispatchers. The City's public safety dispatchers shall participate in the public safety dispatcher program offered by the Commission on Peace Officer Standards and Training."

**Section 2.                    SEVERABILITY.**

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

**Section 3.                    ENVIRONMENTAL QUALITY ACT**

This Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

**Section 4.                    EFFECTIVE DATE.**

This Ordinance shall take effect thirty (30) days after the date of its passage and within fifteen (15) days of its passage shall be published in any manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

**INTRODUCED** at a regular meeting of the City Council of the City of Tehachapi, California on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Tehachapi, California on the \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES:                    COUNCIL MEMBERS: \_\_\_\_\_

NOES:                    COUNCIL MEMBERS: \_\_\_\_\_

ABSENT:                    COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN:                    COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
SUSAN WIGGINS, Mayor of the City  
of Tehachapi, California

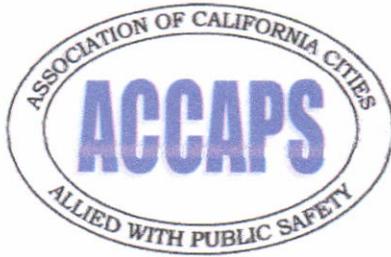
ATTEST:

\_\_\_\_\_  
TORI MARSH City Clerk  
of the City of Tehachapi, California

I hereby certify that the foregoing ordinance was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on \_\_\_\_\_, 2016.

\_\_\_\_\_  
TORI MARSH City Clerk  
of the City of Tehachapi, California

Published: \_\_\_\_\_



Association of California Cities Allied with Public Safety, 115 S. Robinson St. Tehachapi, CA 93561

Phone (661) 822-2200 Fax (661) 822-8559

September 12, 2016

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Council Member  
City of Tehachapi

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Taft  
Tehachapi  
Vacaville  
Wasco

## D-R-A-F-T

Dear ACCAPS Member:

As an organization, ACCAPS has taken an OPPOSE position on Proposition 57, the Public Safety and Rehabilitation Act, which if passed by the California electorate on the November 8, 2016 Presidential election ballot, will overturn four decades of criminal justice laws that have lowered crime rates in our State. Prop. 57 will allow tens of thousands of violent, dangerous, and career criminals to be released early. This measure follows many actions taken by the Governor, the Legislature and passed at the ballot box that reduces the prison population and continues to create concerning public safety issues in our communities – The Public Safety Realignment Act, Prop. 47, the Federal Three Judge Panel rulings and various litigation have continued to pave the way for early release of purportedly low level offenders and are stirring the rise of theft, burglary, property and other crimes. More specifically Prop. 57 will do the following if passed:

- Allow violent, dangerous and career criminals to be released from prison early, including those convicted of rape by intoxication; rape of an unconscious person; human trafficking involving sex act with minors; drive-by shooting; assault with a deadly weapon; taking a hostage; domestic violence involving trauma; supplying a firearm to a gang member; lewd acts upon a child; hate crime causing physical injury; failing to register as a sex offender; arson causing great bodily injury; felon obtaining a firearm; discharging a firearm on school grounds; and false imprisonment of an elder. Basically any felony NOT listed among the 23 named offenses in Penal Code section 667.5(c) would qualify for early release.
- Will give the CA Department of Corrections and Rehabilitation (CDCR) the constitutional authority to reduce sentences for "good behavior," even for inmates previously convicted of murder, rape, child molestation, and human trafficking.
- Disregard sentences imposed by judges for repeat and career criminals, treating the worst career criminals the same as first-time offenders.
- Overturn key provisions of Marsy's Law, the Three-Strikes Law, the Victims' Bill of Rights, Californians Against Sexual Exploitation Act, and the Gang Violence and Juvenile Crime Prevention Act – measures enacted by the public that have protected victims and made communities safer.

ACCAPS joins the growing list of organizations opposed to this detrimental measure. We encourage our members to become informed about Prop. 57 and have individual cities join us in our opposition. We have attached the list crimes that will be changed from "violent felonies" to "non-violent felonies" as well as list of organization in steadfast opposition.

Feel free to contact myself or ACCAPS Consultant Suzanne Fox at (916) 284-9435 with any questions you may have and/or for additional information.

Sincerely,

Ed Grimes  
President

Attachments



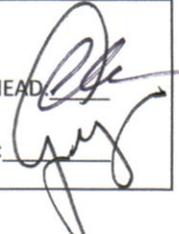
# STOP EARLY RELEASE OF VIOLENT CRIMINALS

The so-called "Public Safety and Rehabilitation Act" overturns four decades of criminal justice laws that have lowered crime rates in California. The Proposition allows tens of thousands of violent, dangerous and career criminals to be released early.

The Proposition:

- Allows violent, dangerous and career criminals to be released from prison early, including those convicted of:
  - Rape by intoxication
  - Rape of an unconscious person
  - Human trafficking involving sex act with minors
  - Drive-by shooting
  - Assault with a deadly weapon
  - Taking a hostage
  - Domestic violence involving trauma
  - Supplying a firearm to a gang member
  - Lewd acts upon a child
  - Hate crime causing physical injury
  - Failing to register as a sex offender
  - Arson causing great bodily injury
  - Felon obtaining a firearm
  - Discharging a firearm on school grounds
  - False imprisonment of an elder
- Gives Department of Corrections bureaucrats the Constitutional Authority to reduce sentences for "good behavior," even for inmates previously convicted of murder, rape, child molestation and human trafficking.
- Disregards sentences imposed by Judges for repeat and career criminals, treating the worst career criminals the same as first-time offenders.
- Overturns key provisions of Marsy's Law, "3-Strikes and You're Out", Victims' Bill of Rights, Californians Against Sexual Exploitation Act, and the Gang Violence and Juvenile Crime Prevention Act – measures enacted by the public that have protected victims and made communities safer.



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** ASST. CITY MANAGER

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** CHRIS KIRK, ASSISTANT CITY MANAGER

**DATE:** SEPTEMBER 14, 2016

**SUBJECT:** AGREEMENT BETWEEN THE CITY AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION

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## BACKGROUND

As the Council is aware, on June 1, 2015, the City entered into a labor agreement with Tehachapi Police Officers Association (TPOA), which represents City Police Officer, and Senior Police Officer positions. The term of the first agreement was for one year and has continued to be in effect since its original termination date of May 31, 2016.

Negotiations began with the bargaining unit representatives in March 2016 and after successfully reaching a tentative agreement, the attached Agreement was drafted for Council approval.

While the agreement is largely the same as the original agreement, there are three primary changes:

1. Term: The agreement will expire May 30, 2019.
2. Salary: In an effort to bring the City Police Officer and Senior Police Officer salary scales in line with the average of other agencies in our region, the bottom four salary steps for each classification have been removed, leaving 15 total steps. Additionally, to ensure that the average police officer salary remains competitive, an equity adjustment of 2.5% will be added to all salary steps. This equity adjustment places the average police officer at Tehachapi approximately in the middle of the surrounding agencies surveyed. Lastly, the Senior Police Officer and Police Officer classifications will receive the 1.6% Cost of Living Adjustment provided to all other City employees this fiscal year.

Additionally, any officer receiving an overall rating of "Commendable" or "Outstanding" during their annual evaluation will receive a minimum of one step increase in salary (2.5%), unless the employee has already reached the top step of the classification. This is the same provision agreed to with the Public Works Bargaining Unit.

3. Shift Rotation: the City agrees to a mandatory shift rotation every three months.

4. **Health Benefits and Insurance:** to provide stability for the term of the agreement, the City agrees to pay 100% of the premiums for medical, dental, and vision insurance for the lowest cost plan offered by the City. Additionally, the health benefits already offered by the City are restated.

In 2017, any employees choosing to opt out of medical insurance coverage will receive a monthly opt out payment equal to 40% of the premium costs for medical insurance after they have shown proof of suitable alternative coverage. This payout amount decreases by approximately 15% in 2018 and decreases again in 2019. Any employees hired after October 1, 2016 will not be able to opt out of medical insurance coverage.

**RECOMMENDATION**

**APPROVE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION**

## Memorandum of Understanding

This memorandum of understanding is made and entered into as of the date of formal approval hereof by the City Council of the City of Tehachapi, by and between designated management representatives of the City of Tehachapi (hereinafter referred to as the "City") and the designated representatives of the Tehachapi Police Officers Association (hereinafter referred to as the "Association").

### Preamble

It is the purpose of the Memorandum of Understanding (hereinafter referred to as "Memorandum" or "MOU") to promote and provide for harmonious relations, cooperation and understanding between the City's management representatives and the local sworn police employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

### Article 1: Term of Agreement

**Section 1.** This MOU is effective upon ratification by the membership and lawful enactment by the City Council and remains in effect until May 30, 2019. The CITY and ASSOCIATION agree to extend this agreement until a new MOU is negotiated, or until the parties reach impasse. The Parties will attempt to start negotiations shortly after the start of the Calendar year.

**Section 2.** Notwithstanding the above term, in the event of a financial emergency promulgated by state or federal action substantially reducing CITY revenues, the CITY and ASSOCIATION agree to reopen negotiations on all terms of this Agreement.

### Article 2: Retention of Benefits

**Section 1.** Existing Benefits contained in this Memorandum shall not be changed during the term of this agreement without the mutual consent of parties hereto. Existing benefits not set forth in this Memorandum, which fall within the scope of representation, shall not be changed by the CITY without advanced notice and an opportunity to meet and confer regarding such. The parties recognize and accept the concept of past practice as to matters within the scope of representation and agree to meet and confer regarding a proposed change in any such practices. The CITY shall not propose any such changes unless required to do so for operational or organizational reasons.

### Article 3: Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum;

**Section 1.** The CITY'S principal authorized agent shall be the City Manager or duly authorized representative (address: 115 South Robinson Street, Tehachapi, CA 93561) except where a particular representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

**Section 2.** ASSOCIATION'S principal authorized agent shall be its President or duly authorized representative (address: 785 Tucker Road, Suite G, PMB 144, Tehachapi, CA 93561) and the Union/Representative of their choosing.

### Article 4: Recognition and Association Rights

**Section 1.** The CITY recognizes ASSOCIATION as the majority representation of the bargaining unit that includes the classifications as listed below:

- Police Officer
- Senior Police Officer

**Section 2.** The CITY recognizes the right of the ASSOCIATION to govern its internal affairs.

**Section 3.** The parties to this Memorandum fully support the concept of the Public Safety Officer's Procedural Bill of Rights Act, Sections 3300, et seq., of the Government Code.

**Section 4.** The ASSOCIATION shall be allowed to designate an employee representative to assist employees in:

- Preparing and processing grievances;
- Preparing and presenting material for Disciplinary Appeals hearings;
- Preparing and presenting material for any matter for which representation is granted pursuant to the provisions of California Government Code Sections 3300, et seq., known as the Public Safety Officer's Procedural Bill of Rights Act.

**Section 5.** The ASSOCIATION may designate one employee representative to assist an employee in preparing and presenting materials for above listed procedures. The employee representative so designated may be allowed reasonable release time from regularly schedule duties for the purpose of investigating and preparing materials for such procedures provided the employee provides adequate advance notice to the department and receives prior approval from the department. Employee representatives who investigate, prepare or present materials shall do so on their own time. Employee representatives and employees who attend hearings as witnesses shall do so on their own time. However, designated employee representatives shall be allowed to

engage in union activity without loss of compensation, as provided by Section 3505.3 of the Government Code.

**Section 6.** Designated employee representatives requesting time off under this Article shall direct such request to their immediate supervisors in writing within a reasonable time period to the date requested, in order to assure that the Department meets its staffing needs and to assure sufficient coverage of departmental assignments. The Department retains the right to deny such requests if the time off will impact staffing and the operational needs of the Department. However, such denials shall not be arbitrary or capricious.

**Section 7.** The CITY will furnish bulletin board space in the Police Department for the exclusive use of the ASSOCIATION. Materials placed on the bulletin boards shall be at the discretion of the ASSOCIATION and shall be removed by management only in the event the material is offensive to good taste or defamatory, and shall be removed only on prior notification to an ASSOCIATION representative. The ASSOCIATION shall be responsible for maintaining bulletin boards exclusively used by the ASSOCIATION in an orderly condition and shall promptly remove outdated materials.

**Section 8.** The ASSOCIATION may, with the prior approval of the Police Chief, be granted the use of Police facilities for off-duty meetings of the Police Department employees, provided space is available.

#### Article 5: Savings Clause

**Section 1.** If any articles of this Memorandum should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other article and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

**Section 2.** In the event of invalidation of any article or section, the CITY and the ASSOCIATION shall meet within thirty (30) days following the invalidation for the purpose of meeting and conferring over whether any replacement provision(s) will be included in this Memorandum.

#### Article 6: Nondiscrimination Clause

**Section 1.** Neither CITY nor ASSOCIATION shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum because of exercise of rights to engage or not engage in ASSOCIATION activity or because of the exercise of any right provided to the employees by this Memorandum.

#### Article 7: Salaries and Benefits

**Section 1.** Salary

- Employee classifications covered under this MOU shall be compensated using the attached salary schedule (Exhibit A).
- Salary Cost Of Living Adjustments (COLA):

For all represented classifications under this agreement, the City agrees to provide a Cost Of Living Adjustment (COLA) of 1.6% for FY 2016-2017, effective on the first payroll following adoption of this agreement. Additionally, for Fiscal Years 2017-2018, and 2018-2019 the City will provide a COLA in an amount equal to the Los Angeles-Riverside-Orange County CPI-U Annual November amount for the prior year. This COLA will be effective on the first payroll of each new Fiscal Year.

- Salary Scale Adjustment:

The City agrees to eliminate the bottom four (4) steps for the Police Officer and Senior Police Officer Classifications. Additionally, in order to remain competitive in recruitment and retention of police officers, the City agrees to provide a one-time equity adjustment to the Police Officer and Senior Police Officer salary scale of 2.5%. This adjustment will be effective the first full pay period following ratification by the POA membership and adoption by the City Council.

- Merit Based Salary Increases:

Officers who receive a rating of “Commendable” or “Outstanding” during their annual evaluation shall receive a minimum one step increase, unless the employee has reached the top step of the classification

## **Section 2. Retirement**

The following reflects the three preexisting retirement tiers for employee classifications covered by this MOU for 2015:

- Tier 1 (3% at 50): Employee pays 9% employee portion (hired prior to 11/26/2012).
- Tier 2 (2% at 50): Employee pays 9% employee portion (hired between 11/26 – 12/31/2012 or after 1/1/2013 but has an original membership date with CalPERS prior to 1/1/2013 without a break in service greater than 6 months.)
- Tier 3 (2.7% at 57): Employee pays 11.5% employee portion (hired prior after 1/1/2013 and does not qualify as a classic member.) The Employee contribution is subject to CalPERS requirements.

**Section 3. Special Assignments Pay;** The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. The City agrees to pay an additional five

(5%) percent above base pay to non-probationary Police Officers and Senior Officers working in the following capacities:

- School Resource Officer
- Officers assigned to a Multi-Jurisdictional Taskforce.
- Field Training Officer (when trainee is assigned.)
- Detective

#### Article 8: Field Training Officer

**Section 1.** The minimum qualifications, which shall be held at the time of an individual making application for an FTO assignment, are:

1. Minimum cumulative three (3) years of service as a sworn police officer in the employ of a California law enforcement agency as a Penal Code 830.1 officer.
2. Shall have successfully completed any Tehachapi Police Department mandated sworn peace officer probationary testing period.
3. All performance evaluation reports issued by Tehachapi Police Department (whether annual, quarterly or otherwise) shall in all measured protocols reflect a minimum “satisfactory” evaluation.

**Section 2.** Upon being assigned from an eligibility list as an FTO, the officer shall receive a 5% unadjusted base salary increase during each payroll period so assigned.

#### Article 9: Safety Equipment

**Section 1.** The CITY shall provide all sworn officers on active duty the following items and shall replace them from time to time as reasonable necessary:

1. Suitable firearm
2. Holster and other leather accessories
3. Ammunition
4. Nightstick
5. Handcuffs
6. Flashlight, batteries and bulb
7. O.C. Spray
8. Bulletproof Vest
9. Black ink pens

#### Article 10: Uniform Allowance

**Section 1.** The CITY shall pay a total sum of one thousand dollars (\$1,000.00) per year uniform allowance for each officer in two (2) equal payments. 50% of the total sum (\$500.00)

shall be paid on the first full pay period following July 1 and the remaining 50% (\$500.00) of the sum shall be paid on the first full pay period following January 1 for the duration of this MOU.

New officer hired by the department will receive three complete uniforms as required by the agency.

#### Article 11: Management Rights

**Section 1.** The rights of the CITY include. But are not limited to, the exclusive right: to determine the mission of its major service areas, departments, commissions, and boards; to set standards of service; to determine procedures and standards of selection for employment and promotion; to direct its employees; to take disciplinary action; to relieve employees from duty because of lack of work or other legitimate reasons; to transfer employees among various department activities and work groups; to maintain efficiency of CITY operations; to determine the methods, means, and personnel by which CITY operations are to be conducted; to determine the contents of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology for performing its work.

The City shall have the right to temporarily suspend the provisions of this Agreement in the event of and for the duration of an emergency as officially declared by the City Council and/or by County, State, or Federal action. In the event of such suspension of the Agreement, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.

#### **Section 2.** Continuing Effect of the City Employee Personnel Manual

The City has promulgated various rules and regulations which affect all City employees, including employees covered by this MOU. The parties acknowledge that the City's Employee Personnel Manual shall remain in effect unless a specific provision of the Manual is explicitly contradicted by the terms of this MOU. The City maintains the ability to make changes to the City Employee Personnel Manual which may affect current bargaining unit members so long as the City provides the Union with (30) days advanced notice and an opportunity to meet and confer prior to implementation of the change, subject to the requirements of the MMBA.

#### Article 12: Discipline and Grievance Procedure

**Section 1.** In addition to the provisions of the City's Employee Personnel Manual which provide for disciplinary and grievance procedures, the City acknowledges that employees covered under this MOU are also protected by Sections 3300-3311 of the California Government Code, otherwise known as the Police Officers Bill of Right (POBR). All discipline procedures shall be conducted in compliance with the applicable sections of POBR.

Article 13: Holiday Bank (Contingent on CalPERS review/approval)

a. City employees in the unit receive one-hundred and fifteen (115) holiday hours per calendar year. The holiday schedule for the term of this agreement is as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Friday after Thanksgiving in November
10. Christmas Eve
11. Christmas Day
12. New Year's Eve Day

Holidays numbered 1-11 will be credited to employees at ten (10) hours per holiday. New Year's Eve will be credited to the employee at five (5) hours.

b. Employees will accrue holiday hours at the rates outlined, on the day of the holiday, regardless of whether they work the holiday or not. These hours will be added to the employee's holiday bank on the first paycheck immediately following the holiday, or the hours can be used during the pay period in which they are accrued, with the prior approval of the Police Chief. An employee may utilize banked holiday time at any subsequent time during the year, contingent upon the approval of the Police Chief that such absence will not materially affect the operation of the Department.

c. Holidays hours not taken by December 31 in the calendar year shall be paid to an employee at the employee's hourly pay as of the first full pay period following December 31. Unused holiday time shall not be allowed to accrue or be carried forward from one calendar year to the next calendar year.

d. Employees who work on a holiday, shall be entitled to compensation at the premium rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Article 15: POST/Education Certificate Incentives

**Section 1.** All sworn officers upon receiving their intermediate POST certificate will receive an additional 5% above base pay, effective upon the first pay period following presentation of the certificate to the Chief of Police.

All sworn officers, upon receiving their advanced POST certificate, will receive an additional 5% above base pay, effective upon the first pay period following presentation of the certificate to the Chief of Police.

## Article 16: Overtime

**The City has previously enacted a FLSA 7(k) exemption for a two week work period. Nonetheless, the City agrees to provide overtime compensation beyond the required FLSA exemption as follows:**

**Section 1.** Each employee covered by this agreement who works a regular work schedule of eight (8) hours per day or ten (10) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of forty (40) hours per week. Each employee covered by this agreement who works a regular work schedule of twelve (12) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of eighty (80) hours per two weeks.

**Section 2.** Each employee shall have the option of receiving compensatory time off at the premium rate in lieu of cash, subject to a maximum accumulation of eighty (80) hours of compensatory time off. While an employee has accumulated the maximum number of hours of compensatory time off, he/she shall receive all overtime compensation in cash until such time as the employee's compensatory time off bank is no longer at maximum.

**Section 3.** Special details where the CITY is reimbursed for employees compensation form an outside entity shall be for pay only.

## Article 17: Seniority

**Section 1.** The seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department. Within rank, the seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department.

An employee promoted to a higher rank and later demoted back to original rank shall have seniority calculated for all time of continuous service in the higher rank and original rank combined.

**Section 2.** If an employee voluntarily leaves the CITY'S employ or is dismissed for cause, the employee will lose all seniority credited prior to then. Reemployment will not restore the lost seniority. Instead, if an employee is reemployed, seniority will be based on the reemployment date.

## Article 18: Shift Rotation and Selection

The City agrees to a mandatory shift rotation every three months.

## Article 19: Basic Work Week

**Section 1.** The official work period for sworn employees begins on Sunday at 12:01 a.m. and ends 7 days later at 12:00 a.m. and is forty (40) hours. Overtime shall be compensated as prescribed by Article 16 of this Memorandum.

**Section 2. Employees have two pay periods during the calendar month and are issued paychecks on or about the 15<sup>th</sup> and last day of the month.**

**Section 3.** There shall be a minimum of eight (8) hours “sleep time” between regularly scheduled shifts and before being subject to reporting to duty. As such, employees covered by this MOU, may only work sixteen (16) continuous hours in a workday. Hours worked may be altered by the Chief of Police in the event of an emergency.

#### Article 20: Sick Leave/Bereavement Leave

Sick and Bereavement Leaves are provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City’s Employee Personnel Manual provides for the following:

- Accrual: All regular full-time FLSA Exempt employees receive up to 96 hours of sick leave annually, at the rate of four (4) hours per pay period.
- Sick leave for family illness: An employee may use up to half of their accrued sick leave in any calendar year for a medical emergency due to illness or accident of a member of the immediate family.
- Bereavement Leave: Employees may, after informing the appointing authority, take up to three (3) days of paid Bereavement Leave, per instance, not chargeable against an employee’s sick leave, to attend a funeral or memorial service of a member of their immediate family.
- Compensation at Retirement: An employee retiring from the City of Tehachapi, and having been accepted by the Public Employees Retirement System (CalPERS) for service or disability retirement benefits, may elect to have all of his/her unused sick leave converted to CalPERS service credit or may elect to be compensated for 50% of his/her unused sick leave at his her rate of pay on his/her retirement date and the remaining 50% converted to CalPERS service credit

#### Article 21: Vacation

Vacation Leave is provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City's Employee Personnel Manual provides for the following:

- All sworn police employees shall be entitled to accrue vacation on a pay period basis according to the number of continuous full years of employment based on the following vacation accrual schedule:

Years of Continuous Service	Hours Accrued Per Pay Period
• 0-5	3.34
• 5-10	5.00
• 10+	5.34
• 11+	5.67
• 12+	6.00
• 13+	6.34
• 14+	6.67

- An employee should make arrangements to schedule time off with their supervisor/department head prior to attaining maximum accrual. If the department head determines that an employee has been unable to utilize time off and cannot accommodate the employee's current request for time off, due to the needs of the City, the employee's accrual amounts in excess of the maximum accruals will be cashed out. Employee and department head will be notified by memo from payroll two pay periods prior to accrual cap. Written approval by department head will be required by payroll for cash out.

#### Article 22: Unpaid Leaves of Absence

Unpaid Leaves of Absences are provided by the City's Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and an adequate time to meet and confer prior to any proposed change.

#### Article 23: Health Benefits and Insurance

Health and Insurance benefits are subject to change yearly for all City employees. As such, the Association acknowledges that it cannot negotiate a separate health and insurance benefit program than what is provided by the City for other City employees. When the City makes changes to the Health and Insurance benefits, it will provide advance written notice to the Association.

During the term of this agreement only, the City has provided the following benefits to covered bargaining unit members:

#### **Section 1.**

For the Calendar Years 2017, 2018, and 2019, the City agrees to pay 100% of premium payments for medical, dental, and vision insurance, for the Kaiser Value HMO Plan offered by

the City. Should the plan offerings change during the term of this agreement, such that the Kaiser Value HMO Plan is no longer offered, the City agrees to pay 100% of the lowest cost plan selected by the City.

For Calendar 2017, in order to lessen the potential maximum out of pocket expense to employees, any employee who select the Kaiser Consumer Drive Health Plan will receive a City contribution into a Health Savings Account in the following amounts based upon the level of coverage selected:

Single Person	\$1350
Two-Party	\$2700
Family	\$2550

The funds will be deposited into the employee's Health Savings Account on January 1, 2017 and will remain the property of the employee regardless of separation or termination of employment.

Additionally, employees may still have the option of selecting plans offered by the City which require a higher premium payment than the Kaiser Value HMO plan. For these selections, the City agrees to provide a contribution toward those premiums not to exceed the contribution offered to all other City employees. For Calendar Year 2017, the maximum contribution toward premiums for medical, dental, and vision that the City offers will be:

Single Person	\$660
Two-Party	\$1320
Family	\$1800

**Section 2.** Dental insurance: The City provides Delta Dental to employees and dependents.

**Section 3.** Vision insurance: The City provides VSP to employees and dependents.

**Section 4.** Disability insurance: AFLAC pre-tax supplemental insurance, medical spending account and dependent daycare programs are available after six months of active employment.

**Section 5.** Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1500.00.

**Section 6.** Opt out of medical insurance: Any new employee hired by the City on or after October 1, 2016, or any part-time employee who is changed to full-time status on or after October 1, 2016, will not be allowed to opt out of medical insurance coverage. Additionally, effective October 1, 2016, any current

employee who has selected medical insurance through the City of Tehachapi in calendar year 2016, will not be able to opt out of medical insurance coverage in future years.

Current City employees that chose to opt out of medical insurance coverage in calendar year 2016, will be allowed to opt out of medical insurance coverage in 2017, 2018, and 2019 with proof of other suitable coverage. The monthly opt out payment for those employees will be modified as follows for the coming three years:

COVERAGE TYPE	SINGLE	EMPLOYEE + 1	FAMILY
<b>Opt out payment 2017</b>	<b>\$237.00</b>	<b>\$482.00</b>	<b>\$646.00</b>
<b>Opt out payment 2018 (85% of 2017 amount)</b>	<b>\$201.45</b>	<b>\$409.70</b>	<b>\$549.10</b>
<b>Opt out payment 2019</b>	<b>\$150.00</b>	<b>\$300.00</b>	<b>\$400.00</b>

Any current full-time City employees that choose medical insurance coverage in 2017, or in any future year, will forfeit the right to opt out of medical insurance in future years, regardless of their current status.

Article 24: Bilingual Pay

**Section 1.** An employee covered in this MOU, who becomes bilingual in Spanish or who is bilingual in Spanish will receive a \$100 dollar per month premium, (paid in two equal payments during the month) upon certification by Chief of Police

Article 25: Probationary Period

**Section 1.** For sworn personnel, the initial hire probationary period shall be 12 months from the date the employee is sworn as an officer. The probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and the fitness of the employee to the assigned work. The employee will find this period helpful in evaluation of the CITY, his/her duties, his/her work and other satisfaction.

Article 26: Call Back Pay

Consistent with the City Employee Personnel Manual, in the event an employee is required to report to work prior to commencement of the employee’s next regularly scheduled work shift, the employee will receive a minimum of one-half of an hour (.5) at one and one-half (1 1/2) times the employees base hourly rate. Call back time will be calculated starting from when the employee leaves his/or her residence.

Article 27: On Call for Court

If an officer is placed “on-call” to stand by for court appearance on his/her off duty hours, and required to remain at his/her residence and /or promptly available by phone, the officer shall receive minimum two (2) hours pay at the officers hourly base rate of pay as “ Court On-Call Time”. In the event that a morning on-call status continues beyond the court’s noon recess, the employee shall be paid an additional two (2) hours at the employee’s regular rate of pay. If he/she is called to appear, then in lieu of “On-Call” pay, the officer shall be paid a minimum of 2

hours at the rate of one and one-half (1 ½) times the officers hourly base rate of pay or all actual time in court at the rate of one and one-half (1 ½) times the officers hourly base rate, whichever is greater. Compensable travel time for court appearances will equal to the commute time to and from the main Tehachapi Police Department and the Court location.

Article 28: Travel Time For Training

Consistent with the City Employee Personnel Manual, travel time for training is not compensable if all the following four requirements are met:

- Attendance is voluntary;
- The training program occurs outside normal working hours;
- The employee does not perform work; and
- The training is not directly related to the employees current job.

Article 29: Take Home Vehicles

The Chief may, in his sole discretion, approve the assignment of a take home vehicle due to department/operational need. Such assignment will be in accordance with Department Policy section 806.3.

This MOU entered into and signed this 1<sup>st</sup> day of June, 2015

For the Union

For the City of Tehachapi

\_\_\_\_\_

\_\_\_\_\_

Susan Wiggins, Mayor

\_\_\_\_\_

\_\_\_\_\_

Greg Garrett, City Manager

\_\_\_\_\_

Chris Kirk, Assistant City Manager

**Exhibit A****Police Officer and Senior Police Office Salary Scale***Effective June 26, 2016*

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Police Officer	3645	3736	3829	3925	4024	4124	4227	4333	4441	4552	4666	4782	4902	5024	5175
Senior Police Officer	3884	3981	4080	4183	4287	4394	4504	4616	4732	4850	4972	5096	5224	5355	5516

*Effective September 11, 2016*

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Police Officer	3796	3891	3988	4087	4191	4295	4402	4512	4625	4740	4859	4980	5105	5232	5389
Senior Police Officer	4045	4146	4249	4356	4464	4576	4690	4807	4928	5051	5178	5307	5440	5577	5744



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** CITY MANAGER

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** SEPTEMBER 14, 2016

**SUBJECT:** AIRPORT LAND LEASE AMENDMENT

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## BACKGROUND

On September 1, 2016 the Smith Family Trust reassigned its land lease at the Tehachapi Municipal Airport, which includes nine commercial properties along Commercial Way, to Roger Hayes. Unit B is currently for sale and a potential buyer has been identified. In order to obtain financing for this purchase, the buyer's bank requires the Land-Lease extend at least to the end of the loan (20years). The current land-lease will expire in approximately 18 years and will prevent this business from re-locating to the Tehachapi airport due to the loan stipulation. This business has the potential of bring in more jobs and revenue to the City of Tehachapi and the Airport.

Staff believes it would be in the best interest of all parties to extend the current lease from November 30, 2035 to November 30, 2040.

## RECOMMENDATION

**APPROVE THE SECOND AMENDMENT TO COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND ROGER HAYES**

**SECOND AMENDMENT TO COMMERCIAL  
GROUND LEASE AGREEMENT**

**THIS AMENDMENT** (the "Second Amendment") made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF TEHACHAPI (the "Lessor") and ROGER HAYES (the "Lessee"),

**WITNESSETH:**

WHEREAS, Lessor and Smith and Sons Development and Management Corporation entered into that certain commercial ground lease agreement dated October 4, 2004 which was thereafter assigned to the Smith Family Trust dated March 2, 1994 and amended on November 4, 2005 (collectively, the "Lease"); and

WHEREAS, the Lease was assigned to the Lessee herein by that certain Assignment dated September 1, 2016 and Lessor and Lessee hereby wish to amend the lease to extend its Term and make such other changes as hereinafter described.

NOW, THEREFORE, the parties hereby amend the Lease as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Lease unless otherwise specifically described herein.
3. The parties hereby replace paragraph 2 of the lease with the following: "The term of this lease shall be from October 1, 2004 to and through November 30, 2040 (the "Term")."
4. The parties hereby amend paragraph 37 of the Lease to replace the Lessee and Lessee's address therein with the following: "Roger Hayes, 101 Commercial Way, Unit A, Tehachapi, California, 93561."
5. Except as amended herein, the Lease and each of its terms and conditions

shall remain in full force and effect. In the event any ambiguity or uncertainty between the Lease and this Second Amendment, this Second Amendment shall prevail.

6. This Second Amendment may be executed in counterparts. A facsimile or electronic copy of this fully executed Second Amendment shall be as effective as the original for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment on the date first hereinabove written.

\_\_\_\_\_  
SUSAN WIGGINS, Mayor, City of  
Tehachapi, California, "**Lessor**"

\_\_\_\_\_  
ROGER HAYES, "**Lessee**"

APPROVED

DEPARTMENT HEAD: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

# COUNCIL REPORTS

**MEETING DATE:** SEPTEMBER 19, 2016    **AGENDA SECTION:** CITY MANAGER

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** SEPTEMBER 13, 2016

**SUBJECT:** ADOPT SALARY PLAN, AMENDMENT #3

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## **BACKGROUND**

As the Council is aware, each time changes are made to the City's salary plan, the California Public Retirement System (CalPERS) requires that a complete new salary plan be adopted by the City Council via resolution. The last amended Salary Plan for City of Tehachapi employees was adopted on August 15, 2016 by Resolution 38-16.

Now, the Tehachapi Police Officers Association and the City have reached an agreement and proposed changes to the represented police officers' Salary Plan are as listed and included in the resolution attached to this staff report:

1. Eliminate salary steps from 1 through 4 for Police Officer and Senior Police Officer classifications.
2. 2.5% increase to all remaining 15 steps of salary schedule for Police Officer and Senior Police Officer classifications.
3. 1.6% Cost of Living Allowance increase for Police Officer and Senior Police Officer classifications.
4. Changes are to be made effective September 11, 2016

## **FISCAL IMPACT**

Overall, a 4.1% increase to police officers' salary schedule effective September 11, 2016.

## **RECOMMENDATION**

**ADOPT RESOLUTION AND AMENDMENT NUMBER 3 SALARY PLAN AND REPEAL RESOLUTION 38-16**

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI, CALIFORNIA ESTABLISHING THE SALARY  
PLAN FOR EACH POSITION CLASSIFICATION IN CITY  
SERVICE AND REPEALING RESOLUTION NO. 38-16**

WHEREAS, The City Council of the City of Tehachapi may from time to time negotiate changes to a plan of compensation for Employees of the City of Tehachapi who are represented by employee organizations; and

WHEREAS, The police officers represented by the Tehachapi Police Officers Association (TPOA) have reached an agreement with the City; and

WHEREAS, The California Public Employee Retirement System (CalPERS) is requiring the City Council of the City of Tehachapi to repeal Resolution No. 38-16 in its entirety by adopting a new resolution when changes are made to the previously adopted salary plan; and

WHEREAS, The City Council of the City of Tehachapi adopted Resolution No. 38-16 on August 15, 2016 amending a salary plan which excluded any changes to the represented police officers, and

WHEREAS, The City Council of the City of Tehachapi desires to change the salary plan for represented police officers retroactively from September 11, 2016 as listed.

1. Eliminate salary steps from 1 through 4 for Police Officer and Senior Police Officer classifications.

2. 2.5% increase to all remaining 15 steps of salary schedule for Police Officer and Senior Police Officer classifications.
3. 1.6% Cost of Living Allowance increase for Police Officer and Senior Police Officer classifications.

WHEREAS, The City Manager has prepared and recommended an amended "Salary Plan" for City Employee Position Classifications; and

WHEREAS, The City Council of the City of Tehachapi desires to adopt an amended "Salary Plan" with changes made for represented police officers.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY, AS FOLLOWS:

- Section 1 That the Salary Plan set forth in Exhibit "A", which is attached hereto and made a part hereof shall be the Salary Plan for the City of Tehachapi.
- Section 2 That the effective date of said Salary Plan shall be September 11, 2016.
- Section 3 That Resolution No. 38-16 is hereby repealed in its entirety.
- Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 19<sup>th</sup> day of September 19, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_

Susan Wiggins, Mayor of  
City of Tehachapi, California

ATTEST:

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TORI MARSH, City Clerk of the  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on September 13, 2016.

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TORI MARSH, City Clerk of the  
City of Tehachapi, California