1. **CALL TO ORDER** – Called to order by Mayor Hernandez at 6:01 P.M.

**ROLL CALL AND DECLARATION OF QUORUM**-

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<tr>
<td>Julia Hernandez</td>
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<tr>
<td>Amarpreet Dhaliwal</td>
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<tr>
<td>Adam Flores</td>
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<tr>
<td>Abel Lua</td>
<td>Absent</td>
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<tr>
<td>Jose Ornelas</td>
<td>Present</td>
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Staff Present was: Elizabeth Nunez, City Manager, Hilda Montoy, City Attorney and Lupe Estrada, City Clerk

Guest Present: See Attachment

2. **APPROVAL OF AGENDA** –

City Manager requested move Item 12A following item 10B and to remove item 10D from the agenda and to bring back on the November regular Council meeting.

**Motion:** Mayor Pro Tem Dhaliwal moved to approve agenda as presented with the City Managers request to move item 12A following item 10B and to remove item 10D from the agenda and to bring back on the November regular council meeting. The motion was seconded by Mayor Hernandez and approved by the following votes: 4 Ayes 1 Absent (Councilmember Lua)

3. **CONSENT CALENDAR** -

A. **Approval of Minutes:** City Council Meeting Minutes of September 3, 2019

B. **Approval** - Warrant #’s 050758-050828

**Motion:** Mayor Pro Tem Dhaliwal moved to approve item A and B of the consent calendar. The motion was seconded by Councilmember Ornelas and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)

4. **PRESENTATION** -
5. SHERIFF REPORT - Informational Only

6. CITY MANAGER REPORT - Informational Only

7. PUBLIC FORUM –

8. RECESS AND MEETING AS PLANNING COMMISSION

A. PUBLIC HEARING- Consideration and approval of Conditional Use Permit No. (CUP 19-03) A Conditional Use Permit Application submitted by Leonardo Ramirez seeking approval to be allowed to operate a Recycling Center located at 21727 Manning Avenue, San Joaquin. The proposed project is located within the Light Manufacturing (M-1) Zone. ANP: (033-020-63s)


Public Hearing open at 6:20 P.M. and closed at 6:28 P.M.

Motion: Mayor Pro Tem Dhaliwal moved to approve CUP 19-03 a Conditional Use Permit submitted by Leonardo Ramirez seeking the approval to be allowed to operation a recycling center located at 21727 Manning Avenue, San Joaquin and approved Resolution No. 2019-36 approving of the Conditional Use Permit No. CUP 2019-03. The motion was seconded by Councilmember Ornelas and approved by the following votes: 4 Ayes 1 Absent (Councilmember Lua)

ADJOURN PLANNING COMMISSION MEETING AND RESUME CITY COUNCIL MEETING

9. OLD BUSINESS –

10. NEW BUSINESS –

A. Report and Recommendation-Consideration and adoption of Resolution No. 2019-37 Accepting Dedications for Final Parcel Map 18-01; and approving a Deferment Construction Agreement (with San Joaquin Properties LLC)

Motion: Councilmember Ornelas moved to adopt Resolution No. 2019-37 Accepting Dedications for Final Parcel Map 18-01 and approving a Deferment Construction Agreement
Agreement with (San Joaquin Properties LLC). The motion was seconded by Councilmember Flores and approved by the following votes: 3 Ayes, 1 Absent (Councilmember Lua) 1 Abstain (Mayor Hernandez)


Motion: Councilmember Ornelas moved to adopt Resolution No. 2019-38. A resolution regarding Temporary Reduction of Development Impact fees for residential development. The motion was seconded by Mayor Pro Tem Dhaliwal and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)


Motion: Mayor Pro Tem Dhaliwal moved to adopt Resolution No. 2019-39 a resolution adopting of the FEMA Multi-Jurisdictional Hazard Mitigation Plan. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)

D. Report and Recommendation- Consideration and approval of renewal of Broker Agreement with Keenan and Associates

Motion: Mayor Pro Tem motioned to remove Item 10D and bring back at on the November regular council meeting. The motion was seconded by Mayor Hernandez and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)

E. Report and Recommendation- Consideration and adoption of Resolution No. 2019-40. A resolution authorizing staff to purchase a new Anoxic Mixer for the Wastewater Treatment Plant.

Motion: Mayor Pro Tem Dhaliwal moved to adopt Resolution No. 2019-40. A resolution authorizing staff to purchase a new Anoxic Mixer for the Wastewater Treatment Plant. The motion was seconded by Mayor Hernandez and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)

11. CITY ATTORNEY’S REPORT –

12. COUNCILMEMBER COMMUNICATIONS/ANNOUNCEMENTS/AGENDA ITEMS -
A. Discussion and Recommendation. Discussion and Direction to Staff regarding Amending the Municipal Code to Streamlining the Planning Process for the opening of a new business - Councilmember Ornelas

- Site Plans
- Conditional Use Permits
- Building Permits
- Business Licenses

Mayor Hernandez –
- Attended EOC’s promotional campaign taking the Salsa winner to other officials
- EOC shared a video of President Castro eating tacos promoting the San Joaquin Salsa and putting the salsa on his tacos.

Mayor Pro Tem Dhaliwal –

13. CLOSED SESSION –

A. Conference with Legal Counsel- Existing Litigation (Government Code Section 54956.9) Caudillo v. City of San Joaquin
B. Conference with Legal Counsel regarding – Anticipated Litigation
   Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b)
   Number of Cases: three
C. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)
   Michael Brooks vs. City of San Joaquin: Case #s FR015617 and FR180341

Mayor Hernandez announced going into closed session at 7:24 P.M. Came out of closed session at 7:45 P.M. No reportable action.

14. ADJOURN MEETING – Meeting adjourned at 7:45 P.M..

Motion: Councilmember Flores moved to adjourn the meeting at 7:45 P.M. The motion was seconded by Councilmember Ornelas and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)
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STAFF REPORT TO COUNCIL

November 1, 2019

TO: Mayor and Council

FROM: Elizabeth Nunez, City Manager

SUBJECT: Kennan FDAC EBA Benefit Program

Executive Summary

Consideration and approval is sought of Council to continue agreement with Keenan Associates-FDAC EBA Benefit Program for continued employee medical coverage services. December 31, 2019 will end the three-year agreement currently in place. Below you will find the past and current rates under this new agreement. You will note the Dental and Vision rates have remained the same throughout and a slight increase on the medical rates each year. Open enrollment will begin October 9 and run through November 15 with changes going into effect January 1, 2020.

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<th>2020</th>
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To reach the selection and recommendation of the continued relationship with Keenan & Associates an RFP was issued to several insurance firms and was open for a two-week period. Keenan was deemed the most responsive, cost effective and was best suited to meet the insurance needs of the City.

**Background**

In October 2016 the Council authorized Keenan & Associates to become the Cities Health Insurance Broker effective December 1, 2016. This was a three-year agreement scheduled to end
December 2019. In an effort to ensure the City continued the same or similar level of coverage as previously had with SJVIA at a competitive rate, Kennan matched the City with Joint Powers Agreement of Fire Districts Association of California Employee Benefits Authority (FDAC JPA). This JPA is one of many that are accessed by Kennan & Associates to secure lower insurance rates. This JPA initiated in 2005, however additional JPA’s accessed by Kennan & Associate date back to 1972. The longevity of these JPA’s demonstrates they are solvent and doing well. The make-up of this JPA is 1000 members from 60 public entities hence why lower rates are possible for members.

**Recommendation:**

Approve Broker Agreement with Keenan & Associates and continue with the already existing FDAC EBA Joint Power Agreement and Business Associate Agreement for continued employee medical services.
AGREEMENT BETWEEN THE CITY OF SAN JOAQUIN AND CONSULTANT AND ASSOCIATES FOR INSURANCE BROKERAGE CONSULTANT SERVICES

This Insurance Brokerage Services Agreement ("Agreement") is made and entered into effective on December 1, 2019, by and between the City of San Joaquin, a California municipal corporation (hereinafter referred to as "CITY") and Keenan & Associates (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain consultant services in connection with health insurance brokerage services; and

WHEREAS, CONSULTANT represents that it has that degree of specialized expertise for insurance coverage services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement will be administered for CITY by City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on CITY’S behalf. CONSULTANT shall provide those services as set forth in Exhibit A which is incorporated herein by reference. With this Agreement, CONSULTANT is hereby appointed the Broker of Record for the CITY’s employee medical insurance ("Medical Coverage"), and dental, vision, and life AD&D coverages (referred to collectively as "Ancillary Coverages.") The parties shall also execute a Business Associate Agreement.

(a) In providing the Services, CONSULTANT shall act exclusively in an advisory and consultative capacity. CITY shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by CONSULTANT, and the manner by which any such action or implementation shall be undertaken. Except for CONSULTANT’s responsibilities with respect to funds obtained from or on behalf of CITY, CONSULTANT shall not be a fiduciary of Client.

(b) CONSULTANT shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. CITY shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment, implementation and operation of the plans.

(c) The Services provided to CITY are non-exclusive and CONSULTANT reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as CITY.
2. **City Responsibilities.** CITY shall provide CONSULTANT with timely and accurate information necessary to obtain the coverages and authorizes CONSULTANT to provide such information to prospective insurers and other coverage providers.

   (a) CITY shall retain decision-making authority for its plans, and shall manage the day-to-day activities of the plans, except for those duties and/or functions expressly assigned to CONSULTANT under this Agreement.

   (b) CITY shall provide CONSULTANT with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for CONSULTANT to perform the Services. CONSULTANT shall not be responsible for any delay in its performance that results from the failure of CITY, or any person acting on behalf of CITY, to make available any information or individual in a timely manner.

   (c) All information provided to CONSULTANT, either in anticipation of or during the term of this Agreement, shall be complete and accurate, and that CONSULTANT may rely upon such information.

   (d) If CITY desires CONSULTANT to obtain insurance quotes on its behalf, CITY shall execute the Broker of Record Designation attached hereto as Exhibit B.

3. **Term of Agreement.** This Agreement shall be effective from December 1, 2019, to November 30, 2020 and shall automatically renew for two (2) subsequent one (1) year periods unless either party gives the other party at least thirty (30) days written notice of its intent not to renew or, subject to any earlier termination in accordance with this Agreement.

4. **Compensation.** CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be as follows:

   For the placement of CITY’s Medical Coverage, CONSULTANT shall receive and retain commissions from the insurance carrier or other coverage provider(s); and

   (a) Consistent with industry practices, insurers may also pay insurance brokers, such as CONSULTANT, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments and other additional services. CONSULTANT seeks written assurances from insurers that any such indirect compensation will not adversely impact the pricing or coverage terms that CONSULTANT is able to obtain for its clients. The parties agree that any indirect compensation shall not be considered part of CONSULTANT’s “commissions” as that term may be used elsewhere in this Agreement.

5. **Termination.** Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall become CITY’S property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.
6. **Indemnification.** To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend, City and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorneys’ fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from City’s sole negligence or willful acts.

7. **Insurance.** CONSULTANT shall procure and maintain during the Term the minimum insurance coverages, and shall provide certificates of insurance to CITY upon CITY’s request.

(a) **Bodily Injury, Death and Property Damage Liability Insurance.** General Liability (including motor vehicle operation) with a One Million Dollar ($1,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(b) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and affect all insurance as may be authorized and any additional insurance as may be required, in writing by City Manager or her designee at any time and in her sole discretion.

(c) If at any time during the life of this Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that premiums therefore have been paid for a satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities of this Agreement. This phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

8. **Nondiscrimination.** To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

9. **Independent Contractor.** In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

10. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party’s address set forth on the signature page of this Agreement or at such
other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

11. Assignment. This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee.

12. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

13. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

14. LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes, or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan’s liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of insurance coverage outlined in this Agreement.

15. DISPUTE RESOLUTION.

(a) In the event of any dispute arising out of or relating to this Agreement that cannot be settled through informal discussion or mediation, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

(b) In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties’ mutual desire to resolve disputes expeditiously and inexpensively.

(c) The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys’ fees and costs incurred in that action, arbitration of proceeding, or in the enforcement of any judgment or award rendered.”
16. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

17. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

18. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19. **Attorneys’ Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys’ fees and legal expenses.

20. **Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

21. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, and shall be null and void.

22. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23. **No Third-Party Beneficiaries.** The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary n this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers as follows:

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<tr>
<th>CITY OF SAN JOAQUIN</th>
<th>CONSULTANT &amp; ASSOCIATES</th>
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<td>Signature</td>
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<td>By:</td>
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<td>Julia Hernandez</td>
<td>Laurie LoFranco</td>
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<td>Mayor</td>
<td>Municipality Practice Leader</td>
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<td>ATTEST:</td>
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<td>By:</td>
<td></td>
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<td>Lupe Estrada</td>
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<td>City Clerk</td>
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EXHIBIT A
CONSULTANT'S SERVICES

CONSULTANT shall provide the following Services:

1. **Plan Review** – CONSULTANT shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by CITY.

2. **Insurance Needs Assessment** – CONSULTANT shall work with CITY to determine CITY’s insurance needs.

3. **Insurance Marketing Plan** – Review, evaluate and negotiate insurance renewals on CITY’s behalf. CONSULTANT shall prepare and present to CITY its plan for marketing CITY to various carriers and/or Coverage providers. In furtherance of its plan, CONSULTANT shall contact those markets that it has determined most likely to meet CITY’s needs, as made known to CONSULTANT, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, CONSULTANT shall honor CITY’s timely and reasonable requests to contact specific markets, but CONSULTANT shall not be obligated to present CITY to any carrier or Coverage provider which CONSULTANT has determined would not be willing to quote CITY’s business or would not give a competitive quote.

4. **Insurance Marketing Results** – CONSULTANT shall present to the CITY, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.

5. **Review of Insurance Options** – CONSULTANT shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for CITY’s convenience only. It is CITY’s responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

6. **Obtain Coverage** – Once the CITY has made its decision, CONSULTANT shall take all steps necessary to communicate CITY’s decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the CITY.

7. **Implementation** – CONSULTANT shall assist CITY in the preparation and distribution of materials relating to the implementation of its coverage, for which CITY shall give final approval.

8. **Ongoing Service** -- CONSULTANT will provide the following CITY support services:
   - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
   - Direction and support with claims resolution and other related issues;
   - Review of claims experience and trends;
   - Support with billing/eligibility concerns;
   - Acting as a liaison between CITY and carriers and vendors and serving as a proactive CITY advocate;
   - Responding to day-to-day benefit questions from CITY;
   - Assisting CITY with governmental reporting and filings (e.g., 5500’s and Summary Annual Reports), as applicable;
- Providing information concerning current developments and trends in employee benefits and new legislation that may affect CITY’s plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by CONSULTANT and approved by CITY under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. CONSULTANT shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for CITY’s employees. and
- Attendance at 2 meetings of the CITY’s Insurance Committee.
Broker of Record Designation

As of January 1, 2020, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: Medical insurance, dental, vision, life and added coverages and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing with sixty (60) days advance notice. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client’s behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan’s responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan’s compensation Disclosure Policy is available online at www.Keenan.com or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of Los Angeles, California.

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**ATTEST:**

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<th>By: Lupe Estrada</th>
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Memorandum of Understanding (MOU)  
between Providers and the  
County of Fresno  
Regarding  
Provision of Medical Prophylaxis in a Closed Point of Dispensing (CPOD)

Definitions:
1. Point of Dispensing (POD): A mass dispensing site that is capable of providing prophylactic medications to protect the population from biological threats. Prophylactic medications are dispensed to persons who may have been exposed to a pathogen, but who do not display symptoms. Routine medical care is not provided in a POD.
2. Closed POD (CPOD): A CPOD that is operated by a government agency, non-profit organization, private business or other entity for its own members, employees, clients, contractors and their respective family members, etc., and is not open to the general public.
3. Strategic National Stockpile (SNS): A national repository of medicines and medical supplies designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at anytime within the U.S. or its territories.
4. Provider: Organization serving as a CPOD.
5. Prophylaxis: A measure taken to maintain health and prevent the spread of disease.
6. Provider Population: PROVIDER’s members, employees, contractors and clients associated with PROVIDER’s facility/facilities located within Fresno County.
7. PREP Act: The Public Readiness and Emergency Preparation Act
8. PREP Declaration: A Declaration issued by the U.S. Secretary of Health and Human Services that authorizes the release of medications from the SNS for distribution, and provides immunity, except in the case of willful misconduct, from legal liability to persons and entities involved in the distribution, administration, and dispensing of SNS medications.

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and its CPOD partners, hereinafter referred to singularly as "PROVIDER" and identified more particularly in Exhibit A, attached hereto and by reference incorporated herein, as it relates to the deployment and dispensing of prophylactic medications and medical supplies made available from the Centers for Disease Control and Prevention’s (CDC) Strategic National Stockpile (SNS), through the California Department of Public Health (CDPH), or prophylactic medications and medical supplies already within the control of CDPH.

WHEREAS, the COUNTY’s Department of Public Health intends to utilize this MOU only in the event of a duly proclaimed State of Emergency or Local Emergency as defined in Government Code §8558(b) & (c) where distribution of medical prophylaxis has been determined to be an appropriate response to a particular public health emergency; a duly declared Local Health Emergency as defined in
WHEREAS, the COUNTY's Department of Public Health will receive prophylactic medications and/or medical supplies following a particular public health emergency from the CDC SNS and/or directly from CDPH; and,

WHEREAS, the COUNTY's Department of Public Health will provide resources, which include medications and medical supplies, to the PROVIDER in the County of Fresno, CA; and,

WHEREAS, the COUNTY intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to the PROVIDER, as needed, to respond to a particular public health emergency, in accordance with the COUNTY Department of Public Health policies and procedures and PROVIDER Mass Prophylaxis Dispensing Plan; and,

WHEREAS, the PROVIDER will use the medical prophylaxis for internal distribution to its members, employees, contractors, and their family members, as part of the activation of the CPOD; and,

WHEREAS, the COUNTY wishes to join forces with the PROVIDER to enhance its ability to respond to a catastrophic biological incident or other public health emergency requiring mass dispensing of medications and/or medical supplies.

NOW THEREFORE, the parties understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, PROVIDER policies, regulations, and procedures, to provide assistance in accordance with the provisions of this Agreement.

II. Liability

Under the Public Readiness and Emergency Preparedness (PREP) Act, the Secretary of Health and Human Services is authorized to issue a PREP Declaration in the event of a public health emergency which requires the manufacture, distribution, and dispensing of certain medical countermeasures (MCM). Among the provisions of a PREP Declaration is authorization for the distribution of MCM from the Strategic National Stockpile (SNS) to local agencies for dispensing to the public. Under the PREP Act, persons and organizations involved in the distribution and dispensing of medications pursuant to PREP Declaration, such as those contemplated by this MOU, are given immunity from liability for claims of loss caused by or arising from their actions, except in the case of willful misconduct. As used in the PREP Act, loss includes death, or physical or emotional injury.

It is understood that none of the parties to this agreement waive any of their sovereign or statutory immunities that are otherwise available under United States or California law, or provide any liability protections or indemnification to one another under this agreement.
III. **Scope**

For planning purposes, it is assumed the PROVIDER will disclose to COUNTY the number of its members, employees, clients and/or contractors affiliated with the PROVIDER. The PROVIDER population will be calculated by taking that number and multiplying by 5 to give a reasonably accurate provider population number which now includes family members.

IV. **Responsibilities**

A. **COUNTY**

   **Planning**
   
   1. **COUNTY** will supply draft protocols and supporting documents for planning, activation, pickup/delivery, and dispensing operations to support the development of the PROVIDER response plans.
   
   2. **COUNTY** will meet with the PROVIDER to review prophylactic medication receipt and dispensing plans.
   
   3. **COUNTY** will notify the PROVIDER of any state or Federal planning changes that would affect developed plans.
   
   4. **COUNTY** will participate in mass dispensing drills and exercises as requested by the PROVIDER, as deemed feasible by **COUNTY**.

   **Activation and Operation**
   
   1. **COUNTY** will coordinate the request and receipt of SNS prophylactic medications from the CDC.
   
   2. **COUNTY** will notify the PROVIDER of the decision to provide medical prophylaxis to an exposed population. **COUNTY** will request confirmation of current PROVIDER population, designated receiving agent, and pickup/delivery location.
   
   3. **COUNTY** will determine the apportionment based on: current and expected supply levels, pre-defined or updated PROVIDER population numbers, and the prevailing epidemiology and medical directives as prescribed by the **COUNTY** Health Officer.
   
   4. **COUNTY** will provide any updated scenario information and coordinate pickup/delivery of medications and supporting information and forms to the designated PROVIDER location as identified on Exhibit A, Provider Information Sheet.

   **Recovery**
   
   **COUNTY** will coordinate with the PROVIDER for pickup/delivery of remaining materials.

B. **PROVIDER**

   **Planning**
   
   1. The PROVIDER will provide the **COUNTY** with the population estimates at the time of execution and at least annually thereafter.
2. The PROVIDER will plan for a safe and efficient method to pick up medical prophylaxis materials from a secure location designated by the COUNTY and transport them back to PROVIDER’s premises.

3. The PROVIDER will designate and plan for a secure location to receive and store medical prophylaxis materials received from the COUNTY on PROVIDER’s premises while it is being dispensed.

4. The PROVIDER will develop plans and identify internal resources to support the dispensing of emergency medical prophylaxis to the populations outlined in the information sheet.

5. PROVIDER shall ensure that a sufficient number of its employees are trained and prepared to carry out the dispensing plan in the event that a CPOD is activated.

6. The PROVIDER will follow all appropriate laws, regulations, and policies applicable to it.

**Activation and Operation**

1. The PROVIDER will provide for the proper receipt and storage of prophylactic medications from COUNTY.

2. The PROVIDER will dispense medications consistent with current directives from the COUNTY Health Officer and consistent with agreed upon plans and protocols, inclusive of providing the appropriate patient information and screening.

3. Upon request from COUNTY, the PROVIDER will provide reports of the number of prophylactic regimens that have been dispensed, the amount of remaining supplies, and any expected resupply needs.

4. In the event PROVIDER is unable to pick up medical prophylactic materials from the designated location, the PROVIDER will grant COUNTY access to deliver emergency prophylactic materials, upon mutual agreement at the time of the event. Given the nature and scope of such an event, each situation is unique and will require consideration and approval on a case-by-case basis.

**Recovery**

The PROVIDER will notify COUNTY of completion of operations and of the on-hand remaining materials. The PROVIDER will package the remaining materials for pickup and will store them in an appropriate and secure environment until materials can be returned to COUNTY.

**C. Mutual Agreement**

It is mutually agreed that:

1. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA), as applicable, and any applicable State law.

2. This Memorandum will not supersede any laws, rules, or policies of either party.

3. Activation of the PROVIDER CPOD as described in this MOU will go into effect only at the request and direction of the COUNTY.
4. The PROVIDER will be considered a CPOD in that it will not dispense medications to the “general public” but to PROVIDER population as outlined in the PROVIDER Mass Prophylaxis Dispensing Plan.

5. It is understood that the PROVIDER participation is completely voluntary, and that CPOD activation may not be available/utilized at the time of a public health emergency. If a CPOD is not used, prophylactic medications may be made available to PROVIDER employees and members of their households under the same terms as they are made available to the general public.

6. The PROVIDER will follow the dispensing directives of COUNTY during Mass Dispensing Operations.

V. Points of Contact for County

- Fresno County Department of Public Health
  
  Primary Point of Contact:
  Name: Darrel Schmidt
  Title: Public Health Emergency Preparedness Coordinator
  Office: (559) 600-3473
  E-mail: dschmidt@fresnocountyca.gov

  Alternate Point of Contact:
  Name: Naomi Wooten
  Title: Staff Analyst
  Office: (559) 600-3473
  E-mail: nwooten@fresnocountyca.gov

  After Business Hours Contact:
  Fresno County Sheriff's Dispatch: (559) 600-3111

VI. Duration of the MOU

The effective period of this MOU begins on the date of execution and shall renew automatically for continuous one-year periods, unless written notice of nonrenewal is given by either PROVIDER or COUNTY or COUNTY'S DPH Director, or designee, not later than sixty (60) days prior to the close of the current MOU term.

This MOU may be terminated by COUNTY or COUNTY'S DPH Director, or designee, or PROVIDER upon giving sixty (60) days advance written notice of an intention to terminate to the other party.

VII. Modification, Change, Amendment, or Termination

Any modifications, changes, or amendments to this MOU must be in writing, and are contingent upon approval by both the COUNTY and PROVIDER. Either party may request review of the MOU at any time, if so desired.

VIII. Miscellaneous

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associates thereof.
This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that the United States Congress will appropriate funds for such expenditures.

IX. Concurrence

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this MOU concur with the level of support and resource commitments that are documented herein.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF FRESNO

[Signature]
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

[Signature]
Deputy

FOR ACCOUNTING USE ONLY:
ORGNo.:  
Account No.:  
Requisition No.:
PROVIDER INFORMATION SHEET

Provider Name: ____________________________ Date: ______________

Signature: ________________________________

Printed name and title of signee:
Address:

Phone number:
Cell number:
Email address:

Closed POD Location (if multiple locations exist, please attach separate sheets with the same information listed below for each location)

Name of facility:
Address:
Number of staff being served: ____ x 5 = estimated total medication regimens to be supplied: _____

Primary Point of Contact for CPOD:

Name:
Title:
Office number:
Mobile number:
Email:

Alternate Points of Contact:

Name: ____________________________
Title: ____________________________
Office number: ____________________________
Mobile number: ____________________________
Email: ____________________________
STAFF REPORT TO COUNCIL

November 5, 2019

TO: Mayor and Council

FROM: Matt Flood, Assistant City Manager/Finance Officer

SUBJECT: Ordinance Updating References to California Construction Codes in the SJMC

Executive Summary

The proposed ordinance updates the San Joaquin Municipal Code (SJMC) with the references to the latest editions of various construction codes (2019 Edition of California Standards Code). The building department enforces these codes when approving construction and performing inspections.

Background

Beginning on January 1, 2020, the City of San Joaquin, like all other cities, is required by State law to enforce the 2019 Edition of California Building Standards Code, also known as Title 24 of the California Codes of Regulations.

Every three years, the California Building Standards Commission adopts new model codes, known collectively as the California Building Standards Code, to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. Sections 17922, 17958 and 18941.5 of the California Health and Safety Code require that the latest edition of the California Building Standards Code and Uniform Housing Code apply to local construction 180 days after publication. These are collectively called the California Building Standards Code, and form the basis upon which new construction is approved and inspections for buildings and other structures are performed.

The attached ordinance updates the SJMC to adopt, by reference, the codes that will be effective beginning January 1, 2020.

Recommendation

Staff recommends Council waive the full reading and introduce Ordinance No. 2019-03. A duly noticed public hearing will be held for the second reading at the December Council Meeting.
ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN AMENDING SECTION 150.001 OF THE SAN JOAQUIN MUNICIPAL CODE ADOPTING CALIFORNIA CONSTRUCTION CODES BY REFERENCE

THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 150.001 of Chapter 150 of Title 15 of the San Joaquin Municipal Code is hereby amended to read as follows:

§150.001 ADOPTION BY REFERENCE.

The following primary codes are adopted by reference:

(A) The 2019 National Electrical Code of the National Fire Protection Association;

(B) The 2019 Uniform Building Code of the International Conference of Building Officials, with current volumes and appendices, excepting that the Uniform Building Code's regulations as to building permits for fences less than six feet in height shall not be controlling;


(D) The 2019 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, including the IAPMO Installation Standards;

(E) The 2019 Uniform Mechanical Code of International Conference of Building Officials and the International Association of Plumbing and Mechanical Officials, including Appendix Chapters A through D;

(F) The 2019 Uniform Administrative Code;

(G) The 1994 Uniform Housing Code of the International Conference of Building Officials, except its definition of "substandard building";

(H) The 1997 Uniform Code for the Abatement of Dangerous Buildings;

(I) The 2019 Dwelling construction under the Uniform Building Code;

(J) The 1997 Uniform Sign Code, providing that if any provision thereof conflicts with City Municipal Code, the City Municipal Code shall be controlling;

(K) The 1997 Uniform Zoning Code providing that if any provision thereof conflicts with City Municipal Code, the City Municipal Code shall be controlling; and

(L) The City Council finds that local climatic and topographic conditions in the city require protection of public health, safety and welfare in addition to that provided by the Uniform
Building Code adopted in division (B) of this section. Therefore, Chapter 151 of this code, and not the applicable sections of the Uniform Building Code, will govern the construction of fences with the city.

SECTION 2. Effective Date. This ordinance shall become effective thirty days after its adoption.

SECTION 4. Publication. Upon passage, this ordinance or a summary of the same shall be published within fifteen (15) days of passage, pursuant to the laws of the State of California, in the San Joaquin News, a newspaper of general circulation published and circulated in said City of San Joaquin. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Joaquin held on November 5, 2019, and was passed and adopted at a regular meeting of the City Council held on December 3, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: APPROVED:

Lupe Estrada, City Clerk
Mayor, City of San Joaquin
STAFF REPORT

AGENDA ITEM: ADOPT A RESOLUTION DIRECTING THE PREPARATION AND SUBMITTAL OF CMAQ AND STBG APPLICATIONS FOR FUNDING TO FRESNO COG FOR THE FOLLOWING PROJECTS: CMAQ – SUTTER AVENUE IMPROVEMENTS; CMAQ – ALLEY PAVING PROJECT; STBG – SUTTER AVENUE IMPROVEMENTS; STBG – MANNING AVENUE REHABILITATION PROJECT; STBG – INTERSECTION REHABILITATION PROJECT.

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: Elizabeth Nunez, City Manager

MEETING DATE: November 5, 2019

RECOMMENDATION

Council adopts the attached Resolution supporting the submittal of CMAQ and STBG applications to Fresno COG to compete for available funding.

EXECUTIVE SUMMARY

The Fresno Council of Governments (FCOG) initiated a Call for Projects on September 26th, 2019. FCOG is in the process of programming future federal funds for the Surface Transportation Block Grant (STBG) Program and the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. With the use of the ATP Plan workshop information and the previous unfunded applications, City Staff developed a list of potential projects that meet the funding requirements and grouped them into 5 potential applications. Funding applications for this Call for Projects are due to FCOG based on the following deadlines:

- STBG – December 6th, 2019 at 12:00 pm
- CMAQ – November 15th, 2019 at 12:00 pm

DISCUSSION:

The FCOG administers Federal funding for local transportation projects. Funding is available from two programs, listed below:

1. STBG – Surface Transportation Block Grant Program: Typical roadway rehabilitation projects
2. CMAQ – Congestion Mitigation and Air Quality Improvement Program: Projects that reduce traffic congestion and air pollution (i.e. transit improvements, clean fuel technology, traffic signals, pedestrian/bicycle facilities, etc.)

The Regional Bid projects will have $11.7 million of STBG funds and $20.4 million of CMAQ funds to be awarded to the member agencies of the Fresno Council of Governments, based on competitive scoring of applications submitted by member agencies. Funding will be programmed for Federal Fiscal Years 2020/21 through 2023/24.
City Staff developed a list of potential projects to submit to FCOG; where more than one project could be submitted for funding, the City ranked projects in order of priority. The proposed projects are listed below in the order of proposed priority for each program, with estimated costs shown.

**STBG “Regional Bid” – Street Rehabilitation**

1. **Sutter Avenue Improvements Project**
   This project is planned to be submitted as a joint application project with a portion of the funding request being requested in a CMAQ application. This project would consist of the improvements to the existing roadway by constructing a 24’ wide asphalt concrete roadway with curb, gutter, and sidewalk on the East side of the roadway. The main purpose of the project would be to provide an adequate roadway structural section and surface improvements from Manning Avenue North to the railroad right of way. The proposed improvements are limited to roads that qualify for STBG funding. The project is estimated to cost between $1,400,000 - $1,800,000 with the local matching funds provided by either STBG Lifeline funds or Measure C funds if the project is funded.

2. **Manning Avenue Rehabilitation Project**
   This project would consist of the rehabilitation of the existing asphalt concrete pavement. The main purpose of the project would be to provide an adequate roadway structural section and pavement surface from Colusa Avenue to the railroad right of way. The proposed improvements are limited to roads that qualify for STBG funding. The project is estimated to cost between $650,000 - $800,000 with the local matching funds provided by either STBG Lifeline funds or Measure C funds if the project is funded.

3. **Intersection Rehabilitation Project**
   This project would consist of the rehabilitation of the existing asphalt concrete intersection. The main purpose of the project would be to provide an adequate roadway structural section and pavement surface at the Main Street and 9th Street intersections on Colorado Avenue. The proposed improvements are limited to roads that qualify for STBG funding. The project is estimated to cost between $400,000 - $500,000 with the local matching funds provided by either STBG Lifeline funds or Measure C funds if the project is funded.

**CMAQ “Regional Bid” – Congestion Mitigation and Air Quality Improvement**

1. **Sutter Avenue Improvements**
   This project is a joint CMAQ/STBG application project. The proposed improvements for this project will be those improvements that best meet the funding guidelines.

2. **Alley Paving Project**
   The City proposes to pave existing dirt alleyways at the following locations:
   - The alley between Main and 11th Street from Colorado to Nevada Avenue
   - The alley between 8th and 9th Street from Colorado to Nevada Avenue
   - The alley between Main and 9th Street from Colorado to Nevada Avenue
   - The alley between 7th and 8th Street from Colorado to Nevada Avenue
   - The alley between 6th and 7th Street from Colorado to Nevada Avenue

   Funding of this project would greatly reduce fine particle pollution and increase air quality. The project is estimated to cost between $400,000 - $500,000 with the local matching funds provided by either CMAQ Lifeline funds or Measure C funds if the project is funded.
FISCAL IMPACT:

All of the federally funded projects require a local match of 11.47%. The City can commit funds from its Measure C allocation or use available lifeline funds from FCOG. If the City proposes to use Measure C funds in lieu of using available Lifeline funds, the City would need to plan for the local match expenditures for any of the funded projects.

ATTACHMENTS:

1. Resolution 2019-41
2. Potential Projects Map – Exhibit A
RESOLUTION No. 2019-41

RESOLUTION DIRECTING THE PREPARATION AND SUBMITTAL OF CMAQ AND STBG APPLICATIONS FOR FUNDING TO FRESNO COG FOR THE FOLLOWING PROJECTS: CMAQ – SUTTER AVENUE IMPROVEMENTS; CMAQ – ALLEY PAVING PROJECT; STBG – SUTTER AVENUE IMPROVEMENTS; STBG – MANNING AVENUE REHABILITATION PROJECT; STBG – INTERSECTION REHABILITATION PROJECT

WHEREAS, the Fresno Council of Governments initiated a Call for Projects on September 26, 2019, under the Surface Transportation Block Grant (STBG) Program and the Congestion Mitigation and Air Quality (CMAQ) Program; and

WHEREAS, the City of San Joaquin is able to apply for and receive CMAQ and STBG funding under the Federal Surface Transportation Act; and

WHEREAS, City Staff developed a list of potential projects consisting of:
1. STBG – Sutter Avenue Improvements
2. STBG – Intersection Rehabilitation Project
3. STBG – Manning Avenue Rehabilitation Project
4. CMAQ – Sutter Avenue Improvements
5. CMAQ – Alley Paving Project

NOW, THEREFORE, BE IT RESOLVED, that the City of San Joaquin City Council hereby directs its Staff to prepare and submit applications for the above projects to Fresno Council of Governments.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the City Council of the City of San Joaquin the 5th day of November, 2019 and passed at said meeting by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

________________________________________
Julia Hernandez, Mayor

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the San Joaquin Council Chambers on November 5, 2019, by the following vote:

________________________________________
Lupe Estrada, City Clerk
NOTE: CONCEPTUAL DRAWING. FINAL DESIGN HAS NOT BEEN COMPLETED AND MAY DIFFER FROM WHAT IS SHOWN IN EXHIBIT.
AGENDA ITEM: ADOPT A RESOLUTION SUPPORTING AB1012 – A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE FEDERAL SURFACE TRANSPORTATION ACT FOR THE PROJECTS SUBMITTED TO FRESNO COUNCIL OF GOVERNMENTS FOR THE 2019 CALL FOR PROJECTS

PREPARED BY: Mario Gouveia, City Engineer
REVIEWED BY: Elizabeth Nunez, City Manager
MEETING DATE: November 5, 2019

RECOMMENDATION

Council adopt the attached Resolution supporting the Efficiency of Transportation Funding Per AB 1012 and Implementing a Timely Use of the Federal/State Funding Under the Federal Surface Transportation Act for the Projects Submitted to Fresno Council of Governments for the 2019 Call for Projects.

EXECUTIVE SUMMARY

The Fresno Council of Governments (FCOG) initiated a Call for Projects on September 26th, 2019. FCOG is in the process of programming future federal funds for the Surface Transportation Block Grant (STBG) Program and the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. As part of the requirements for each application submitted to compete for funding, a resolution supporting and implementing AB 1012 “Timely Use of Funding” must be adopted by the City and a copy of the resolution provided to FCOG with the application package.

DISCUSSION:

The FCOG administers Federal funding for local transportation projects. Funding is available from two programs, listed below:

1. STBG – Surface Transportation Block Grant Program: Typical roadway rehabilitation projects
2. CMAQ – Congestion Mitigation and Air Quality Improvement Program: Projects that reduce traffic congestion and air pollution (i.e. transit improvements, clean fuel technology, traffic signals, pedestrian/bicycle facilities, etc.)

The Regional Bid projects will have $11.7 million of STBG funds and $20.4 million of CMAQ funds to be awarded to the member agencies of the Fresno Council of Governments, based on competitive scoring of applications submitted by member agencies. Funding will be programmed for Federal Fiscal Years 2020/21 through 2023/24.

The proposed projects are listed below in the order of proposed priority for each funding program.
STBG “Regional Bid” – Street Rehabilitation

1. Sutter Avenue Improvements Project
2. Manning Avenue Rehabilitation Project
3. Intersection Rehabilitation Project

CMAQ “Regional Bid” – Congestion Mitigation and Air Quality Improvement

1. Sutter Avenue Improvements
2. Alley Paving Project

FISCAL IMPACT:

All of the federally funded projects require a local match of 11.47%. The City can commit funds from its Measure C allocation or use available lifeline funds from FCOG. The proposed projects would be programmed for future fiscal years, which would allow the City time to plan for the expenditures.

ATTACHMENTS:

1. Resolution 2019 –42
RESOLUTION No. 2019-42

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
SUPPORTING THE EFFICIENCY OF TRANSPORTATION FUNDING PER AB 1012 AND
IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE FEDERAL
SURFACE TRANSPORTATION ACT FOR THE PROJECTS SUBMITTED TO FRESNO COUNCIL OF
GOVERNMENTS FOR THE 2019 CALL FOR PROJECTS

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and
Federal funding; and

WHEREAS, the City of San Joaquin is able to apply for and receive Federal and State funding under the
Federal Surface Transportation Act: Map-21;

WHEREAS, the City of San Joaquin desires to ensure that its projects are delivered in a timely manner to
preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of San Joaquin that failure for not meeting project delivery dates
for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of San Joaquin must demonstrate dedicated and available local matching funds; and

NOW, THEREFORE BE IT RESOLVED that the City of San Joaquin City Council hereby agrees to
ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient
cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram
Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City of San Joaquin City Council does direct its management and
engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the
directive of the City of San Joaquin City Council.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the City Council of the City of
San Joaquin the 5th day of November, 2019 and passed at said meeting by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

Julia Hernandez, Mayor

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was
duly adopted and passed by the City Council at a regular meeting of said City Council, held at the San Joaquin
Council Chambers on November 5, 2019, by the following vote:

Lupe Estrada, City Clerk
TO:           San Joaquin City Council  
FROM:    Gouveia Engineering, Inc.  
DATE:    November 5, 2019  
SUBJECT:  Project Acceptance – City of San Joaquin 2019 Eleventh Street Rehabilitation Project  

BACKGROUND:  
The City of San Joaquin put out a Request for Proposals for the 2019 Eleventh Street Rehabilitation project on August 2, 2019 and received a total of four proposals for the project. Taylor Backhoe Service, Inc. submitted the lowest proposal and was awarded a contract for $133,917.30.  

DISCUSSION:  
The project’s construction phase started in September 2019 and the major work consisted primarily of removing and replacing approximately 275 linear feet of curb and gutter, planing of an existing asphalt concrete road, partially removing existing subgrade, and replacing it with the AC planed material, and repaving the road in the City of San Joaquin.  
The Contractor completed all work within the time required by the Contract Documents.  
Final inspection has been performed and the work has been found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed. If no claims are filed within 35 days after recordation, retention in the amount of $7,683.47 should be paid to Taylor Backhoe Service, Inc.  

FISCAL IMPACT:  
The construction costs were paid for from the budgeted Measure C, Gas Tax, LTF/TDA, or SB 1 RMRA funds.  

CONSTRUCTION PROJECT COST SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amount</td>
<td>$133,917.30</td>
</tr>
<tr>
<td>Change Orders</td>
<td>$19,753.13</td>
</tr>
<tr>
<td>Actual Construction Cost</td>
<td>$153,669.43</td>
</tr>
</tbody>
</table>

RECOMMENDATION:  
1. Accept the work as complete.  
2. Authorize the City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City Manager to make final payment of retention monies to Taylor Backhoe Service, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

ATTACHMENTS:

1. Resolution 2019-43
2. Notice of Completion
RESOLUTION No. 2019-43

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
AUTHORIZING ACCEPTANCE OF THE 2019 ELEVENTH STREET
REHABILITATION PROJECT AUTHORIZING THE CITY CLERK TO RECORD A
NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE
CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO
TAYLOR BACKHOE SERVICE, INC.

WHEREAS, Taylor Backhoe Service, Inc. has completed the work for the 2019 Eleventh Street Rehabilitation Project; and

WHEREAS, the City Public Works Director and the City Engineer has completed a final inspection and the work has been found to be in compliance with the plans and specifications; and

WHEREAS, the City Engineer recommends acceptance of the 2019 Eleventh Street Rehabilitation Project; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Joaquin hereby:

1. Accepts the 2019 Eleventh Street Rehabilitation Project, as completed by Taylor Backhoe Service, Inc.

2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.

3. Authorizes the City Manager to make final payment of retention monies to Taylor Backhoe Service, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 5th day of November, 2019 and passed at said meeting by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:
The foregoing resolution is hereby approved.

________________________
Julia Hernandez, Mayor

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the San Joaquin Council Chambers on November 5, 2019, by the following vote:

________________________
Lupe Estrada, City Clerk
RECORDING REQUESTED BY:
City Clerk
City of San Joaquin

WHEN RECORDED RETURN TO:
City of San Joaquin
21900 Colorado Avenue
San Joaquin, CA 93660

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

<table>
<thead>
<tr>
<th>NAME</th>
<th>STREET AND NO.</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of San Joaquin</td>
<td>21900 Colorado Avenue</td>
<td>San Joaquin</td>
<td>California</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if more than one owner of the interest stated, the name and address of each must be inserted)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 25th day of September, 2019 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

   Taylor Backhoe Service, Inc.
   (If no contractor for work of improvement as a whole, insert “No Contractor”)

6. That the real property herein referred to is situated in the City of San Joaquin, County of Fresno, State of California, and is described as follows:

   The major work consisted primarily of removing and replacing approximately 275 linear feet of curb and gutter, planing of an existing asphalt concrete road, partially removing existing subgrade, and replacing it with the AC planed material, and repaving the road in the City of San Joaquin.

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

__________________________
Date November 5, 2019

By:
__________________________
Signature of Owner

__________________________
Elizabeth Nunez, City Manager
Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

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

__________________________
City of San Joaquin
Owner

__________________________
By:
__________________________
Elizabeth Nunez, City Manager
STAFF REPORT

TO: San Joaquin City Council
FROM: Gouveia Engineering, Inc.
DATE: November 5, 2019
SUBJECT: Project Acceptance – City of San Joaquin 2019 Ninth Street Rehabilitation Project

BACKGROUND:

The City of San Joaquin put out a Request for Proposals for the 2019 Ninth Street Rehabilitation project on May 29, 2019 and received a total of four proposals for the project. Machado and Sons Construction, Inc. submitted the lowest proposal and was awarded a contract for $95,696.00.

DISCUSSION:

The project’s construction phase started in July 2019 and the major work consisted primarily of planing approximately 28,320 square feet of an existing asphalt concrete road, placing 100 tons of aggregate base, loading and exporting planed material, and repaving the road with 3 inches of asphalt concrete in the City of San Joaquin.

The Contractor completed all work within the time required by the Contract Documents.

Final inspection has been performed and the work has been found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed. If no claims are filed within 35 days after recodration, retention in the amount of $4,784.80 should be paid to Machado and Sons Construction, Inc.

FISCAL IMPACT:

The construction costs were paid for from the budgeted Measure C, Gas Tax, LTF/TDA, or SB 1 RMRA funds.

CONSTRUCTION PROJECT COST SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amount</td>
<td>$95,696.00</td>
</tr>
<tr>
<td>Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>Actual Construction Cost</td>
<td>$95,696.00</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

1. Accept the work as complete.

2. Authorize the City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City Manager to make final payment of retention monies to Machado and Sons Construction, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

ATTACHMENTS:

1. Resolution 2019-44
2. Notice of Completion
RESOLUTION No. 2019-44

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
AUTHORIZING ACCEPTANCE OF THE 2019 NINTH STREET REHABILITATION
PROJECT AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF
COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY
MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO MACHADO
AND SONS CONSTRUCTION, INC.

WHEREAS, Machado and Sons Construction, Inc. has completed the work for the 2019
Ninth Street Rehabilitation Project; and

WHEREAS, the City Public Works Director and the City Engineer has completed a final
inspection and the work has been found to be in compliance with the plans and specifications; and

WHEREAS, the City Engineer recommends acceptance of the 2019 Ninth Street
Rehabilitation Project; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the
City Clerk will record a Notice of Completion with Fresno County and the City will release the
retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San
Joaquin hereby:

1. Accepts the 2019 Ninth Street Rehabilitation Project, as completed by Machado and Sons
Construction, Inc.

2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.

3. Authorizes the City Manager to make final payment of retention monies to Machado and
Sons Construction, Inc. following the expiration of 35 days from the date of recordation of
the Notice of Completion.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San
Joaquin the 5th day of November, 2019 and passed at said meeting by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:
The foregoing resolution is hereby approved.

__________________________
Julia Hernandez, Mayor

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the San Joaquin Council Chambers on November 5, 2019, by the following vote:

__________________________
Lupe Estrada, City Clerk
RECORDING REQUESTED BY:
City Clerk
City of San Joaquin

WHEN RECORDED RETURN TO:
City of San Joaquin
21900 Colorado Avenue
San Joaquin, CA 93660

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

<table>
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<td>San Joaquin</td>
<td>California</td>
</tr>
<tr>
<td>(If more than one owner of the interest stated, the name and address of each must be inserted)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 7th day of August, 2019 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

   Machado and Sons Construction, Inc.
   (If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of San Joaquin, County of Fresno, State of California, and is described as follows:

   The major work consisted primarily of planing approximately 28,320 square feet of an existing asphalt concrete road, placing 100 tons of aggregate base, loading and exporting planed material, and repaving the road with 3 inches of asphalt concrete in the City of San Joaquin.

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

   November 5, 2019
   Date

   By:

   Signature of Owner

   Elizabeth Nunez, City Manager
   Print Name

VERIFICATION

I understand, state:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

   Executed at San Joaquin, California
   This 5th day of November, 2019.

   City of San Joaquin
   Owner

   By:

   Elizabeth Nunez, City Manager

53
STAFF REPORT

TO: San Joaquin City Council
FROM: Gouveia Engineering, Inc.
DATE: November 5, 2019
SUBJECT: Project Acceptance – City of San Joaquin 2019 Nevada Avenue Rehabilitation Project

BACKGROUND:

The City of San Joaquin put out a Request for Proposals for the 2019 Nevada Avenue Rehabilitation project on August 9, 2019 and received a total of four proposals for the project. Rolfe Construction Co. submitted the lowest proposal and was awarded a contract for $90,683.00.

DISCUSSION:

The project’s construction phase started in September 2019 and the major work consisted primarily of removing and replacing approximately 100 linear feet of curb and gutter, planing of an existing asphalt concrete road, partially removing existing subgrade, and replacing it with the AC planed material, and repaving the road, in the City of San Joaquin.

The Contractor completed all work within the time required by the Contract Documents.

Final inspection has been performed and the work has been found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed. If no claims are filed within 35 days after recordation, retention in the amount of $4,160.42 should be paid to Rolfe Construction Co.

FISCAL IMPACT:

The construction costs were paid for from the budgeted Measure C, Gas Tax, LTF/TDA, or SB 1 RMRA funds.

**CONSTRUCTION PROJECT COST SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
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<td>Contract Amount</td>
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<td>Change Orders</td>
<td>($7,474.60)</td>
</tr>
<tr>
<td>Actual Construction Cost</td>
<td>$83,208.40</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

1. Accept the work as complete.
2. Authorize the City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City Manager to make final payment of retention monies to Rolfe Construction Co. following the expiration of 35 days from the date of recordation of the Notice of Completion.

ATTACHMENTS:

1. Resolution 2019-45
2. Notice of Completion
RESOLUTION No. 2019-45

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
AUTHORIZING ACCEPTANCE OF THE 2019 NEVADA AVENUE REHABILITATION
PROJECT AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF
COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY
MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ROLFE
CONSTRUCTION CO.

WHEREAS, Rolfe Construction Co. has completed the work for the 2019 Nevada Avenue Rehabilitation Project; and

WHEREAS, the City Public Works Director and the City Engineer has completed a final inspection and the work has been found to be in compliance with the plans and specifications; and

WHEREAS, the City Engineer recommends acceptance of the 2019 Nevada Avenue Rehabilitation Project; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Joaquin hereby:

1. Accepts the 2019 Nevada Avenue Rehabilitation Project, as completed by Rolfe Construction Co.

2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.

3. Authorizes the City Manager to make final payment of retention monies to Rolfe Construction Co. following the expiration of 35 days from the date of recordation of the Notice of Completion.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of San Joaquin the 5th day of November, 2019 and passed at said meeting by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:
The foregoing resolution is hereby approved.

__________________________
Julia Hernandez, Mayor

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the San Joaquin Council Chambers on November 5, 2019, by the following vote:

__________________________
Lupe Estrada, City Clerk
NOTICE OF COMPLETION

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

<table>
<thead>
<tr>
<th>NAME</th>
<th>STREET AND NO.</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of San Joaquin</td>
<td>21900 Colorado Avenue</td>
<td>San Joaquin</td>
<td>California</td>
</tr>
</tbody>
</table>

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 27th day of September, 2019 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

Rolfé Construction Co.

(if no contractor for work of improvement as a whole, insert “No Contractor”)

6. That the real property herein referred to is situated in the City of San Joaquin, County of Fresno, State of California, and is described as follows:

The major work consisted primarily of removing and replacing approximately 100 linear feet of curb and gutter, planing of an existing asphalt concrete road, partially removing existing subgrade, and replacing it with the AC planed material, and repaving the road, in the City of San Joaquin.

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

November 5, 2019

By: ____________________________

Signature of Owner

Elizabeth Nunez, City Manager
Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

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

Executed at San Joaquin, California
This 5th day of November, 2019.

City of San Joaquin
Owner

By: ____________________________

Elizabeth Nunez, City Manager
STAFF REPORT TO COUNCIL

November 5, 2019

TO: Mayor and Council

FROM: Matt Flood, Assistant City Manager/Finance Officer

SUBJECT: Report Regarding Pending Water Rates Study

Executive Summary

Request Council Authority to Proceed with Retention of Consultant to conduct required water rates study. Staff requested a water rate study, which is required to manage utility costs. The State of California retained a non-profit agency to produce the study. The produced study is deficient as to the requirements under Proposition 218. Staff is communicating with the State to see what the City’s options are as to use of the State-allocated funds for retention of new consultant. Due to time constraints, staff will not have time to do a lengthy search and bid process to redo this service, which is very specialized. In the meantime, staff is requesting that Council authorize the issuance of a streamlined and expedited RFP process to retain a consultant and to use up to $30,000 in reserve funds for such services. The award of a contract would be made by the City Council.

Background

In 2017 the City applied for a grant from the State Revolving Fund (SRF) to be able to conduct utility rate studies, which are required by the State (and other funding entities, such as USDA) in order to comply with laws and be eligible for certain funding sources.

The water utility’s budget is funded by revenue collected through water rates. While state and federal agencies may provide funding for capital water projects, they generally condition funding on an up-to-date rate study. The purpose is to ensure that the City is charging what is required to operate and maintain the system in good working order and meet all debt service requirements.

SRF technical staff hired a non-profit agency that claimed to have the expertise and capacity to produce such a study for the water aspect of our utilities (another agency was contracted to do the wastewater study, and staff has found the almost completed product to be professionally sufficient). This agency contacted staff in November 2017 to communicate that they had been awarded the contract and that they would have the study finalized by March 2018.

The information this agency requested was provided by staff in order to facilitate the creation of this document, but shortly thereafter, the agency became unresponsive and, in the end, wholly unable to produce a product that would be able to stand up to the rigorous requirements mandated with such a study. The study was finally received in October of 2019 and, upon receiving the study, staff met with the City Engineers and determined that the study was deficient and unable to be utilized for a Proposition 218 process.
Staff believes it needs to reach out to a different firm to perform a study which meets requirements. However, due to the time that has passed, staff has a very small timeframe in which to procure such a comprehensive study, and is taking all steps necessary to expedite the process, thereby allowing us to meet important deadlines related to increasing the utility rates as well as applying for grant funding via recently passed legislation.

Apart from the issue related to time, these studies cannot be performed by any organization: only entities that have a strong grasp of municipal operations and the particular technical challenges utility providers face can appropriately put together a study that meets all requirements. Therefore, the pool of firms that can be hired is made even smaller.

Staff is hoping that we can have a discussion with the technical staff at SRF to see if we can use our originally allocated funds to hire a new firm to do a new study. If that is not possible, staff, including our contract Engineers, have determined that the best course of action would be to “bite the bullet” and pay for a new study to be commissioned.

Therefore, Staff is requesting that the Council allow staff to, if it is indeed necessary to use our own funds and pursue a streamlined and expedited RFP process

**Recommendation**

Staff recommends that the City Council authorize staff to utilize an expedited and streamlined RFP process to retain a firm to perform a water rate study and to use up to $30,000 in reserve funds for such purpose. The awarding of such a contract would be made by the City Council.