



**CITY OF COLTON**

**City Hall**

650 N. La Cadena Drive  
Colton, CA 92324

Website: [www.coltonca.gov](http://www.coltonca.gov)

**Mayor Richard A. DeLaRosa**

**Council Members:**

David J. Toro – District 1

Ernest R. Cisneros – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Jack R. Woods – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

**AGENDA**

CITY COUNCIL,  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON,  
COLTON UTILITY AUTHORITY, COLTON PUBLIC FINANCING AUTHORITY,  
COLTON HOUSING AUTHORITY  
REGULAR MEETING

TUESDAY, JUNE 19, 2018 - 5:00 P.M.

**COUNCIL CHAMBER**



**CLOSED SESSION – 5:00 P.M.**

**CLOSED SESSION CALLED TO ORDER**

**ROLL CALL**



**PUBLIC COMMENT**

**Limit 3 Minutes**

*This is the portion of the meeting specifically set aside to invite your comments regarding Closed Session items; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.*

*Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.*

*Speakers will be limited to 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.*



**CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS**

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representatives: Haydee Sainz, Human Resources Director

Employee Groups: Teamsters - General Unit and Mid-Management Unit

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION Reverend Jonathon Florez

FLAG SALUTE

ROLL CALL

CEREMONIAL MATTERS

*Presentations, Awards, Proclamations*

- Proclamation - National Parks & Recreation Month
- Recognition - Schmitz Family for the K9 Ballistic Vests Donation

MAYOR AND COUNCIL ITEMS

GIFT DISCLOSURES

*Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating \$50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)*

AB 1234 ORAL REPORTS

*Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))*

**APPOINTMENTS**

- League of Voting Delegate and Alternates – Designate one (1) voting delegate and may appoint up to two (2) voting alternates at the League’s Annual Conference in Long Beach on September 12-14, 2018.



**PUBLIC HEARINGS**

To speak on public hearing items, it is requested that you obtain a card from the City Clerk and complete it by noting the agenda item number, as well as whether you are in favor, opposition or neither, and give it to the City Clerk. The applicant will be allowed 5 minutes to address the Council and all other persons will be allowed 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

- (1) Landscape Lighting Maintenance District 1 for Fiscal Year 2018-2019 [Staff Person: D. Kolk]

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 1: (1) RESOLUTION APPROVING THE FINAL ENGINEER’S REPORT FOR FY 2018-19; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2018/19.

Recommendation to continue hearing to July 3, 2018.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

- (2) Landscape Lighting Maintenance District 2 for Fiscal Year 2018-2019 [Staff Person: D. Kolk]

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 2: (1) RESOLUTION APPROVING THE FINAL ENGINEER’S REPORT FOR FY 2018-19; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2018/19.

Recommendation to continue hearing to July 3, 2018.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

- (3) Appeal – File Index No. DAP-001-510 - [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A CONTINUED PUBLIC HEARING AND AN APPEAL OF THE PLANNING COMMISSION DECISION (FILE INDEX NO. 001-447) TO DENY. A REQUEST FOR A CONDITIONAL USE PERMIT TO ESTABLISH A NON-MEDICAL STATE LICENSED AND CERTIFIED 10 BED RESIDENTIAL TREATMENT FACILITY FOR BEHAVIOR DISORDERS WITHIN AN EXISTING 1,950 SQUARE FOOT RESIDENTIAL HOME IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE.

Mayor announces the Public Hearing open.

City Clerk submits the Notice of Continuance and reports on protests or objections thereto Staff Presentation.

Public Comment.

After hearing public comment, on motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the Public Hearing is terminated.

Consider: Approve and adopt **RESOLUTION NO. R-71-18.**

**MOTION \_\_\_\_\_ SECOND \_\_\_\_\_**

**BUSINESS ITEMS**

There are no items.

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**PUBLIC COMMENT**

**Limit 3 Minutes**

*This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.*

*Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.*

*Speakers will be limited to 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.*

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**CONSENT CALENDAR**

*All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.*

- (4) Minutes – Approval of Minutes for the City Council Special Meeting held May 29, 2018, and Minutes for the City Council Regular Meeting held June 5, 2018 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (5) Warrants – Approve US Bank voucher dated 05/17/2018 and totaling \$24,426.80; voucher numbers 171168 to 171258 dated 05/29/2018 and totaling \$69,640.83; voucher numbers 171259 to 171383 dated 05/31/2018 and totaling \$635,876.39; voucher numbers 171384 to 171512 dated 06/07/2018 and totaling \$1,740,745.90; a payroll disbursement listing for the period

03/10/2018 to 03/23/2018 and totaling \$750,472.71 and a payroll disbursement listing for the period 03/24/2018 to 04/06/2018 and totaling \$828,801.74. **[Staff Person: S. Dabbs]**

- (6) Second Reading of Ordinance No. O-08-18 - Waive full reading, and Approve Second Reading of the Ordinance to add Chapter 18.47 to Title 18 of the Colton Municipal Code granting deemed approved status to existing, non-conforming on-sale and off-sale alcoholic beverage establishments and imposing certain performance standards. **[Staff Person: M. Tomich]**
- (7) Calling the General Municipal Election for November 6, 2018 – Approve and adopt a Resolution calling and giving notice of a General Municipal Election to be held Tuesday, November 6, 2018; requesting that the County of San Bernardino to render specified services; and adopting regulations for candidates for elective office, **RESOLUTION NO. R-61-18 and R-62-18.**  
**[Staff Person: J. Shook]**
- (8) Amendment to Commercial Aquatics Services Maintenance Service Agreement Fiscal Year 2017-18 – Approve the First Amendment to the Maintenance Service Agreement with Commercial Aquatics Services for Fiscal Year 2017-18 service for the Gonzales Center Community Center pool not to exceed \$43,873.65. **[Staff Person: D. Farrar]**
- (9) Annual Maintenance Services Agreement with Commercial Aquatics Services – Approve the Maintenance Services Agreement with Commercial Aquatics Services for Fiscal Year 2018-19 in the amount of \$37,000 for the maintenance of the Gonzales Center pool. **[Staff Person: D. Farrar]**
- (10) Reject Bids for Purchase of LED Street Light Fixtures and Photo Controls – Reject all bids for GE LED Cobra Head Street Light and Photo Controls and authorize staff to prepare a new Notice Inviting Bids for this requirement. **[Staff Person: D. Kolk]**
- (11) CSR Company – Approve the First Amendment to the Maintenance Services Agreement with CSR Company for the maintenance of heating, ventilation, and air condition system repairs in the amount of \$20,000. **[Staff Person: D. Kolk]**
- (12) Colton Chamber of Commerce Contractual Services Agreement – Approve the Contractual Services Agreement with the Colton Chamber of Commerce for Fiscal Year 2018-19 in the amount of \$35,000. **[Staff Person: A. Morgan]**
- (13) GK & Associates – Approve contract Amendment No. 2 to the Professional Service Agreement with GK & Associates for Construction Management Support Services of the Fiscal Year 2017-18 Measure I, SB-1, and Road Impact Fee Funded Asphalt Paving Projects, and the I-10/Rancho Avenue East Bound On-ramp Project. **[Staff Person: D. Kolk]**
- (14) Municipal Solid Waste Disposal Fees – Approve Resolution R-59-18 amending the budget for Fiscal Year 2017-18 to increase the appropriation in the Streets Division, Professional Services, by \$49,400, for municipal solid waste disposal, and approve Resolution R-60-18 amending the budget for Fiscal Year 2018-19 to increase the appropriation in the Streets Division, Professional Services in the amount of \$46,000. **RESOLUTION NO. R-59-18 and R-60-18 [Staff Person: D. Kolk]**

- (15) San Bernardino County Transportation Authority – Approve Cooperative Agreement No. 18-1001904 with San Bernardino County Transportation Authority for the I-10/Mt. Vernon Interchange Project for the preparation of Plans, Specifications and Estimates, and the Right of Way Phase. Approve the Memorandum of Understanding No. 18-1001983 for the project development and construction of the I-10/Mt. Vernon Avenue Interchange Project. Also to approve Resolution No. R-67-18 amending the Fiscal Year 2017-2018 Capital Improvement Program budget for the I-10/Mt. Vernon Interchange Project. **RESOLUTION NO. R-67-18.**  
**[Staff Person: D. Kolk]**
- (16) Award of Contract for the Electric Utility System Designer Consulting Services – Authorize the award of Professional Services Agreement contract for the Electric Utility System Designer Consulting Services to CMY Solutions, LLC as the most qualified consultant in the amount of \$130,000. **[Staff Person: D. Kolk]**
- (17) Award of Contract for Landscape and Lighting Maintenance District 1 and 2 – Approve the award of a Maintenance Service agreement for the Landscape Lighting Maintenance District 1 and 2 (LLMD 1 & 2) to Sunnyday Landscape for the Fiscal Year 2018-19, at an annual amount not-to-exceed \$143,400. **[Staff Person: D. Kolk]**
- (18) Contract – Department of Education – State Preschool – Adopt Resolution R-70-18 approving the State of California Contract CSPP-8422 for the provision of preschool education services in the Early Childhood Education Division of the Community Services Department. **RESOLUTION R-70-18.**  
**[Staff Person: D. Farrar]**
- (19) Contract – Department of Education – School Age – Adopt Resolution R-69-18 approving the State of California Contract CCTR-8192 for the provision of school age education services in the Early Childhood Education Division of the Community Services Department for Fiscal Year 2018-2019. **RESOLUTION R-69-18.** **[Staff Person: D. Farrar]**
- (20) Early Childhood Education Division – Adopt Resolution R-68-18 amending the Fiscal Year 2017-18 Budget for the Early Childhood Education Division of the Community Services Department. **RESOLUTION NO. R-68-18.** **[Staff Person: D. Farrar]**
- (21) Change Order to Construction Contract: Elrod Fence Company – Approve Change Order No. 2 to the construction contract with Elrod Fence Company for fencing of the Delhi Sands Flower-loving Fly Habitat within the West Valley Habitat Conservation Plan in the amount of \$3,410.  
**[Staff Person: M. Tomich]**
- (22) Agreement with the County of Riverside Department of Animal Services – Authorize the Execution of a Professional Services Agreement with the County of Riverside Department of Animal Services.  
**[Staff Person: M. Owens]**
- (23) Consultant Services Contract, Carl Warren & Company – Approve a one-year agreement with Carl Warren & Company to provide general liability claims administration services.  
**[Staff Person: H. Sainz]**

**MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS**

*Comments from Mayor and Council on various issues and activities throughout the community.*

**CITY MANAGER’S REPORTS**

- Report on North/South Water Pipeline Project

**ADJOURNMENT**

**POSTING STATEMENT:**

I, Dawn Miller, Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Wednesday, June 13, 2018, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive  
City of Colton Website, [www.coltonca.gov](http://www.coltonca.gov)

**PROCEDURES FOR ADDRESSING CITY COUNCIL**

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the

presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

### **RULES OF DECORUM**

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

### **NOTICE TO PUBLIC**

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9<sup>th</sup> St., Colton, CA; or the City of Colton Internet Website, [www.coltonca.gov](http://www.coltonca.gov). Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

### **LEGAL CHALLENGES**

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

### **MANUAL OF PROCEDURE**

The City Council adopted its Manual of Procedure (MOP) pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. The MOP was amended by Minute Action on April 17, 2018 and adopted by Resolution No. R-41-18 on May 15, 2018. Copies are available in the Office of the City Clerk.



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAWN MILLER, EXECUTIVE ASSISTANT TO THE CITY MANAGER *DM*  
 SUBJECT: DESIGNATE LEAGUE VOTING DELEGATE AND ALTERNATES

### RECOMMENDED ACTION

It is recommended that the City Council designate three Members of the City Council to represent the City at the League's Annual Conference in Long Beach on September 12-14, 2018. One Member shall serve as the Voting Delegate and two shall serve as the Voting Alternates.

### BACKGROUND

This year, the Annual League Conference will be held in Long Beach, California, September 12-14, 2018. Per League bylaws, cities are required to appoint three Council Members to represent their respective city. Last year, Colton representatives were Council Member Frank Navarro as the voting delegate and Mayor Richard DeLaRosa and Council Member Jack Woods as the alternate delegates.

### ISSUES/ANALYSIS

Once the Council selects the designated voting delegate and two alternate delegates to attend the annual League conference, they shall represent Colton in matters affecting municipal or League policies. The names of the three delegates must be submitted to the League on the attached form by July 31, 2018.

### FISCAL IMPACTS

No financial impact, other than the costs associated with the council members attending conference. Travel funds were approved for FY 2018/19 are available in the Travel & Meetings Account # 100-6000-6000-2280-100, 100-6000-6000-2280-101, 100-6000-6000-2280-102, 100-6000-6000-2280-103, 100-6000-6000-2280-104, 100-6000-6000-2280-105, 100-6000-6000-2280-106.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

- League Memo re: Designation of Voting Delegates and Alternates, dated May 17, 2018
- League 2018 Annual Conference Voting Procedures
- League 2018 Annual Conference Voting Delegate/Alternate Form

MAY 29 2018



CITY OF COLTON  
CITY MANAGER OFFICE  
1400 K Street, Suite 400 • Sacramento,  
California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

**Council Action Advised by July 31, 2018**

May 17, 2018

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



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

2018 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

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

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

2. VOTING DELEGATE - ALTERNATE

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

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

3. VOTING DELEGATE - ALTERNATE

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

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

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

**Please complete and return by Friday, August 31, 2018**

League of California Cities  
ATTN: Kayla Curry  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

FAX: (916) 658-8240  
E-mail: kcurry@cacities.org  
(916) 658-8254

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## MEMORANDUM

DATE: JUNE 19, 2018  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER *BS*  
PREPARED BY: CITY CLERK'S OFFICE  
SUBJECT: PUBLIC HEARING NOTICE ERROR

### **PUBLIC HEARING LANDSCAPE LIGHTING MAINTENANCE DISTRICT 1 FOR FISCAL YEAR 2018-2019**

Due to a public hearing noticing error, this matter is being brought back to the Council meeting of July 3, 2018 to allow proper noticing to be provided to affected owners.

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## MEMORANDUM

DATE: JUNE 19, 2018  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: CITY CLERK'S OFFICE  
SUBJECT: PUBLIC HEARING NOTICE ERROR

### **PUBLIC HEARING LANDSCAPE LIGHTING MAINTENANCE DISTRICT 2 FOR FISCAL YEAR 2018-2019**

Due to a public hearing noticing error, this matter is being brought back to the Council meeting of July 3, 2018 to allow proper noticing to be provided to affected owners.

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# STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON UPHOLDING AN APPEAL OF THE PLANNING COMMISSION’S DECISION (FILE INDEX NO.: DAP-001-447) TO DENY A CONDITIONAL USE PERMIT (CUP) TO ESTABLISH A NON-MEDICAL STATE LICENSED AND CERTIFIED 10-BED RESIDENTIAL TREATMENT FACILITY, LONG TERM FOR BEHAVIOR DISORDERS AND WHERE NO MEDICAL CARE OR NURSING SERVICES ARE PROVIDED WITHIN AN EXISTING 1,950 SQUARE FOOT RESIDENTIAL HOME, LOCATED ON A 7,202 SQUARE FOOT LOT IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE AND LOCATED AT 1288 VISCONTI DRIVE

## RECOMMENDED ACTION

It is recommended that the City Council uphold the appeal of the Planning Commission’s denial of the application and adopt Resolution No. R-55-18 to approve the Conditional Use Permit.

## BACKGROUND

In August of 2015, the applicant opened a State licensed 6-bed Residential Group Care Facility within an existing residential home located at 1288 Visconti Drive. A 6-bed home is exempt from local approvals by State Law and has been in continuous operation. On August 17, 2017, the applicant applied to expand to a 10-bed facility, which requires a Conditional Use Permit pursuant to Section 18.48.100(D) of the Zoning Code. On March 27, 2018, the Planning Commission held a public hearing to consider an application for a Conditional Use Permit Modification (CUP) to establish a non-medical state licensed and certified 10-bed residential treatment facility, long term for behavior disorders within an existing residential home located at 1288 Visconti Drive.

At the public hearing on March 27, 2018, the following persons spoke on behalf or in support of the application:

- Josh La Barge, Applicant
- Nancy Olsen, Representative from County Behavior Health

The following persons also spoke during public comments, opposing approval of the application:

- Nancy Chavez, resident
- Narciso Gonzalez, resident
- Dianna Gonzalez, resident

At the March 27, 2018 Planning Commission meeting, after hearing testimony from the applicant and testimony in opposition of the request due to negative impacts of clients of the home loitering outside the home and a large number of vehicles parked on the street near the home, and reviewing the staff report that identified a large number of police calls to the home over a 2 year period it has been in operation, the Commission voted 4-to-3 to adopt Resolution No. R-11-18, denying the CUP application.

On April 5, 2018, the applicant filed an appeal to the City Council asking that the action by the Planning Commission to deny the application be overturned. The City's Zoning Code requires the City Council to conduct a public hearing on an appeal within 40 days following receipt of a notice of appeal (CMC 18.58.100(D)); however, the applicant requested additional time to prepare for the appeal hearing. City staff granted the appellant's request to postpone the hearing date.

On June 5, 2018, the City Council held a duly noticed public hearing on an appeal filed by the applicant on the Planning Commission's decision to deny a Conditional Use Permit to increase and existing 6-bed residential group care facility to 10-bed facility. At the City Council hearing, the City Council heard from the appellant and the public regarding the application. The City Council was informed that after a meeting that included the appellant and the Colton Police Department in November of 2017, calls for service significantly declined. After working with the Police Department to improve operations with regard to calls for service, calls decreased to one (1) call from November 2017 to March 2018. After closing the public hearing, listening to the appellant's responses to questions from the Council, reviewing the staff reports and all information provided by the appellant, and deliberating on the matter, the Council voted unanimously to continue the public hearing to the regular City Council meeting of June 19, 2018 and directed staff to prepare a resolution approving the application with appropriate findings for consideration by the Council.

## **ISSUES/ANALYSIS**

Based on the analysis of the application included in the original Planning Commission staff report dated March 27, 2018, findings can be made to approve the proposed Conditional Use Permit application. A Resolution has been prepared for consideration by the City Council to uphold the appeal and approve the proposed Conditional Use Permit application.

## **FISCAL IMPACTS**

None

## **ALTERNATIVES**

1. Provide alternative direction to staff.

Staff Report to the Mayor and City Council  
APPEAL DAP-001-510  
June 19, 2018  
Page 3

**ATTACHMENTS**

1. Draft City Council Resolution No. R-71-18

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**RESOLUTION NO. R-71-18**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON UPHOLDING AN APPEAL OF THE PLANNING COMMISSION'S DECISION (FILE INDEX NO.: DAP-001-447) TO DENY A CONDITIONAL USE PERMIT (CUP) TO DENY CONDITIONAL USE PERMIT (CUP) TO ESTABLISH A NON-MEDICAL STATE LICENSED AND CERTIFIED 10-BED RESIDENTIAL TREATMENT FACILITY, LONG TERM FOR BEHAVIOR DISORDERS AND WHERE NO MEDICAL CARE OR NURSING SERVICES ARE PROVIDED WITHIN AN EXISTING 1,950 SQUARE FOOT RESIDENTIAL HOME LOCATED ON A 7,202 SQUARE FOOT LOT IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE AND LOCATED AT 1288 VISCONTI DRIVE (FILE INDEX NO: DAP-001-510).**

**WHEREAS**, an application (File Index No. DAP 001-447) was filed with the City of Colton by Helping Hearts of California, (hereinafter "Property Owner/ Applicant") for a Conditional Use Permit ("CUP") to establish a non-medical State licensed and certified 10-bed residential treatment facility, long term for behavior disorders and where no medical care or nursing services are provided within an existing 1,950 square foot residential home located on a 7,202 square foot lot in the R-1 (Low Density Residential) Zone and located at 1288 Visconti Drive (hereinafter "Subject Property"); and

**WHEREAS**, on March 27, 2018, the Planning Commission of the City of Colton held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the Application was comprehensively reviewed; and

**WHEREAS**, a staff report was prepared for the application and the Planning Commission found it to be true, adopted as Findings and incorporated in this Resolution; and

**WHEREAS**, on March 27, 2018, the Planning Commission, by a vote of 4-to-3, adopted **Planning Commission Resolution No. R-11-18** denying the application; and

**WHEREAS**, a timely appeal by the applicant ("Appellant") of the Planning Commission's denial was received by the City Clerk ("Appeal") consistent with procedures contained in Section 18.58.100 of the Colton Municipal Code; and

**WHEREAS**, on June 5, 2018, and June 19, 2018, the City Council of the City ("City Council") conducted a duly noticed public hearing on the Appeal at which time all persons wishing to testify in connection with the Appeal were heard, and the Appeal was comprehensively reviewed and considered; and

**WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act ("CEQA"), the proposed project is Categorically Exempt under Article 19, Section 15301 (Existing Facilities), Class 1 of the State CEQA Guidelines; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON:**

1           **SECTION 1.** The Recitals set forth above are true and correct and are incorporated  
2 herein by reference.

3           **SECTION 2.** Based on the entire record before the City Council and all written and  
4 oral evidence presented, including the staff report, the City Council finds that the findings  
5 required for the issuance of a conditional use permit can be made based on the following:

6           1.       ***That the proposed Use is in accord with the General Plan, the***  
7                   ***objectives of this title, and the purposes of the zone in which the***  
8                   ***site is located;*** The proposed Group Care Facility is consistent with  
9 the following General Plan goals and objectives:

10           A. General Plan **Policy LU-8.3.** *“Encourage the provision of a range of*  
11 *housing types and sizes to accommodate the varied needs of all*  
12 *socioeconomic segments of the community.”* Per Section  
13 18.48.100(A) of the Colton Municipal Code, the proposed Residential  
14 Group Care Facility is consistent an in keeping with this section: “the  
15 City Council finds that Residential, Community or Group Care Facilities  
16 provide a cost-effective, humane and non-institutional environment for  
17 elderly persons, persons suffering from chronic illness, persons  
18 suffering from mental or physical impairments, and persons recovering  
19 from drug/or alcohol addiction. Thus it is reasonable to provide  
20 accommodations for the needs of persons with disabilities seeking a  
21 humane and non-institutional environment, while at the same time  
22 ensuring necessary safeguards to protect the integrity of residential  
23 neighborhoods”.

24           2.       ***That the proposed Use, together with the conditions applicable***  
25 ***thereto will not be detrimental to the public health, safety or***  
26 ***welfare, or materially injurious to properties or improvements in***  
27 ***the vicinity;*** The proposed Residential Group Care Facility within an  
28 existing residential dwelling will not be detrimental to the public health,  
safety or welfare or materially injurious to properties or improvements  
in the vicinity for the following reasons:

A. The existing state licensed facility is required to meet a minimum  
amount of professionally trained staff persons per the number of clients  
that are residing at the home, including at least one staff member is  
required to be on-site and awake 24 hours per day unless no clients  
are on the premises.

B. All residential group care facilities shall be subject to all zoning,  
subdivision, housing and Building regulations and codes applicable to  
that to that district, in addition to any Building or housing regulations  
and codes expressly applicable to Group Care Facilities, particularly  
Building and fire safety requirements.

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C. Conditions have been placed on the Residential Group Care Facility which will mitigate any potential impacts created by the use and ensure that the use will not negatively affect the surrounding community.

3. ***That the proposed Use complies with each of the applicable provisions of this title;*** The use conforms with the requirements of the Colton Zoning Code, as conditioned. The subject property is zoned R-1 (Low Density Residential) which permits Residential Group Care Facilities for 7 or more persons, subject to approval of a Conditional Use Permit.

**SECTION 3.** Based on the entire record before the City Council, all written and oral evidence presented, and the findings set forth in Sections 1 and 2 made in this Resolution, the City Council hereby upholds the **Appeal** and **overturns** the decision of the Planning Commission denying the application (DAP-001-447) for a Conditional Use Permit, and thereby **approves** DAP-001-447

**SECTION 4.** The City Council further finds that the project is exempt from CEQA as provided for Section 15061(b)(4) of the California Environmental Quality Act (CEQA) for any project rejected or disapproved by a public agency.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED this \_\_\_day of \_\_\_, 2018.**

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk

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**“EXHIBIT A”**

**CONDITIONS OF APPROVAL**

THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH IN THE CONDITIONS OF APPROVAL.

**HOLD HARMLESS**

1. The Applicant shall defend, indemnify, and hold harmless the City of Colton and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Colton, its officers, employees, or agents to attacks, set aside, void, or annul any approval or condition of approval of the City of Colton concerning this project, including but not limited to any approval or condition of approval of the city council, planning commission, or development services director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter

**PLANNING DIVISION**

- 2. This approval is for a Conditional Use Permit to establish a non-medical state licensed and certified Residential Group Care Facility within an existing residential dwelling located at 1288 Visconti Drive within the R-1 (Low Density Residential) Zone, as shown on the plans stamped and dated 8-17-17, by the Development Services Department, except as amended by the conditions herein.
- 3. Any requests for modifications, including any deviation from the approved plans and/or conditions of approval, shall be submitted to the Development Services Director for review, prior to implementation of the modification. Significant deviations from the approved plans or conditions of approval shall be subject to review and approval by the Planning Commission. The applicant requesting the modification shall supply information deemed necessary by the Director and/or Commission to make a determination.
- 4. No signs or other advertising that calls attention to the fact the property is a residential or group care facility may be posted.
- 5. The site operations shall be subject to the following:
  - a. The site shall be developed and maintained consistent with the approved plans and the conditions of approval.
  - b. The premises shall be kept clean and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto the neighboring properties or onto the public right-of-way.
- 6. At least 1 staff member shall be on-site and awake, 24 hours per day unless no clients are on the premises, a staffing ratio of at least 1 staff person to every 2.8 clients shall be maintained.
- 7. The van for the facility and staff member cars shall be parked in the garage and the driveway to the extent feasible to minimize vehicles parking on the street.

- 1  
2 8. Visitation for clients shall be limited to 9 a.m. to 7 p.m. seven days a week, unless  
3 otherwise amended by the granting of a modification of this Development Permit  
4 Application for the Conditional Use Permit (File Index No. DAP-001-447) by the  
5 Planning Commission of the City of Colton.
- 6  
7 9. This establishment must comply with the City of Colton Municipal Code Section  
8 Performance Standards Title 18 (Zoning Code), Chapter 18.42 includes: Fire and  
9 explosion hazards; electrical interference; noise; vibration; smoke; odors; air  
10 quality; light; glare; liquid; and solid waste.
- 11  
12 10. The applicant or an employee of the licensee must be present to monitor all areas  
13 of the establishment during all times that facility is in operation.
- 14  
15 11. The Applicant and/or Property Owner shall comply with all requirements of all  
16 reviewing agencies and shall comply with all applicable local, state, and federal  
17 rules, laws and regulations. In addition, the applicant shall provide documentation  
18 of compliance with Community Care Licensing Division prior to acceptance of  
19 seven or more clients, subject to review and approval by the Development Services  
20 Director.
- 21  
22 12. The Applicant and/or Property Owner shall, at all times, maintain the property so  
23 as not to constitute a nuisance in the community.
- 24  
25 13. This action by the Planning Commission shall be final unless an appeal of the action  
26 is filed with the City Clerk's office in writing, pursuant to Section 18.58.100 of the  
27 Colton Municipal Code.
- 28  
14. This land use entitlement shall become null and void if not exercised within one (1)  
year of this approval.

**POLICE – CODE ENFORCEMENT DIVISION**

15. Helping Hearts California is responsible to ensure that the safety of the residential  
neighborhood is maintained and not disrupted by their clientele. Under *Olmstead*,  
"States are required to place persons with mental disabilities in community settings  
rather than in institutions when the State's treatment professionals have determined  
that community placement is appropriate, the transfer from institutional care to a  
**less restrictive setting** is not opposed by the affected individual, and the  
placement can be reasonably accommodated, taking into account the resources  
available to the State and the needs of others with mental disabilities" (emphasis  
added).
16. The applicant must maintain trained personnel on site to evaluate the need for WIC  
5150 evaluations as well as transport if necessary. This condition is not to dissuade  
employees of the group home from calling police for emergency situations and/or  
when a client has become violent or uncontrollable requiring police involvement.

- 1 17. **Calls for police service** to the facility shall be evaluated in six-month and one-year  
2 intervals. Three (3) or more verified complaints or occurrences within a one (1)  
3 month period, or six (6) or more verified complaints or occurrences within a three  
4 (3) month period, or twelve (12) or more verified complaints or occurrences within  
5 a one (1) year period regarding disturbances or criminal activity caused by patrons,  
6 staff or other persons at or near or leaving from the business facility on the subject  
7 property, shall be grounds for revocation of this conditional use permit. For  
8 purposes of this condition, verified complaints shall be defined as complaints  
9 received by the City of Colton, Colton Police Department, or any other law  
10 enforcement agency or any governing agencies regarding the violations of federal,  
11 state, or local laws. Occurrences shall be defined as any violation of federal, state,  
12 or local laws.
- 13 18. **Landscaping:** Property manager or tenant will maintain all approved landscaping  
14 in good condition, including but not limited to adequate irrigation, mowing of grass,  
15 and replacing dead trees and shrubs. Above ground landscaping controls or  
16 backflow valves will be secured in a locked metal cage to prevent theft or  
17 vandalism.
- 18 19. **Loitering:** Loitering is prohibited on or about the premises. No exterior fixtures or  
19 furnishings at or adjacent to the location that encourage loitering and nuisance  
20 behavior.
- 21 20. **Litter/Graffiti:** The exterior of the facility and areas adjacent to the facility over  
22 which they have control, shall be maintained free of litter and graffiti at all times.  
23 The owner or operator shall provide for daily removal of trash, litter and debris from  
24 the premises and on all abutting sidewalks and parking lots within twenty (20) feet  
25 of the premises. Graffiti shall be removed within forty-eight (48) hours with a color-  
26 matching paint. The expectation for graffiti cover up is an appearance that the  
27 graffiti never existed.
- 28 21. The applicant shall grant "right of access" by the city or agent to remove graffiti.
22. **Exterior Lighting:** All lightning will be maintained in good working order to all  
parking spaces, stalls, walkways, corridors, and stairways, insuring there are no  
dim, dark, or shadowed areas (other than shadows naturally cast beneath the  
actual vehicles.) The placement of the lighting fixtures shall be such that the angle  
of projected light does not interfere or hinder the vision of police officers or security  
personnel patrolling the areas. All lighting will be properly shielded so as to not  
trespass or disturb neighboring residences, or persons while driving vehicles upon  
the roadway. In the event a lighting fixture becomes inoperable, property  
management will have the lighting repaired within 72 hours.
23. **General Parking:** Parking shall be maintained as not to interfere with the  
neighboring residences and traffic flow.
24. **Storage:** Parking and trash areas will not be used for storage of hazardous  
materials, including but not limited to tires, waste oil, and inoperable or unregistered  
vehicles. Property manager or tenant shall promptly abate hazardous materials or

1 inoperable vehicles. General exterior storage areas will be screened from public  
2 view.

3 25. **Signage:** Applicant will fully comply with Colton Municipal Code 18.50 Sign  
4 Ordinance as amended. Refer to code for additional signage permitting and  
5 requirements.

6 26. **Surveillance Monitoring:** Should permittee install a video surveillance monitoring  
7 system, the video system shall be capable of recording a clear view of all areas of  
8 the subject property including, but not limited to, parking lots, walkways, corridors,  
9 all sides of buildings, the perimeter landscape and grass areas. Recordings shall  
10 be retained for a minimum of 30 days. Copies of recordings will be provided to the  
11 Colton Police Department upon request.

12 27. **After hours Contact Information:** Permittee will ensure after hours contact  
13 person information is kept current and on file with the Colton Police Department  
14 dispatch center. Ideally there should be several responsible persons available to  
15 respond in case of emergency; each should be a key holder with knowledge of  
16 alarm reset codes, available to respond within 20-30 minutes, and of sufficient  
17 authority to facilitate a board up or other emergency repair measures.

18 28. **Right of Access:** Permittee shall grant "right of access" to the City of Colton and  
19 its employees or agents for the purposes of monitoring compliance with these  
20 Conditional Use Permit conditions, patrolling, investigating crimes, and enforcing  
21 laws and ordinances on the subject property. Permittee shall grant "right of access"  
22 to the City of Colton and its employees or agents to remove graffiti and to determine  
23 if the applicant is in compliance with these conditions.

24 **BUILDING AND SAFETY DIVISION**

25 29. The above project shall comply with the current California Codes (CBC, CEC, CMC  
26 and the CPC) as well as city ordinances. The 2016 edition of the California Codes  
27 became effective for all permit applications submitted after January 1, 2017.

28 **FIRE DEPARTMENT**

30. Smoke alarms are required throughout residence. Primary power for smoke alarms shall  
be from the building wiring. Smoke alarms shall be interconnected so that the activation  
of one alarm shall activate all alarms.

31. Smoke alarm required locations (to be shown on plans):

- a. On ceiling or wall outside of each sleeping area.
- b. In each room used for sleeping purposes.
- c. Throughout all habitable area excluding kitchen and garage.

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d. Maintain 20' distance away from cooking appliances.

e. Maintain 3' clearance from doors of bathrooms where there is a tub or shower, forced air heating units and cooling vents, and ceiling fans.

32. Clearly identify all means of egress. Means of egress shall not pass through more than one intervening room and shall not pass through kitchens, storerooms, closets, or garages.

33. Exits must be capable of opening at least 90 degrees and have a clear opening width of at least 32".

34. Clearly show paths of egress from each space. (This may be provided on a separate plan).

35. Premise identification shall be provided in accordance with the City's' Security Ordinance #0-13-89, Section XIV (residential), Section XV (commercial).

36. A Fire Department Permit will be required for your operations in accordance with Section 105 of the International Fire Code. The fire permit shall be obtained from the Fire Safety Division of the Fire Department.

37. Portable fire extinguishers shall be required for this project. Size, type, and locations shall be determined by the fire department's field inspector.

38. The proposed facility's use and/or operations shall be designed and maintained in accordance with the 2015/2016 editions of the International Fire and Building Codes / California Fire and Building Codes (Title 24).

39. The applicant shall comply with all Fire Department requirements as noted during the business occupancy process. (B.O.P.)

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CITY OF COLTON  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/  
COLTON PUBLIC FINANCING AUTHORITY AND  
COLTON HOUSING AUTHORITY  
SPECIAL MEETING MINUTES

May 29, 2018

A Special Meeting of the City Council of the City of Colton was held at 5:03 p.m. on the above-given date in the Council Chamber of City Hall, located at 650 North La Cadena Drive, Colton, California, Mayor DeLaRosa presiding. Notice of Special Meeting was given on May 24, 2018, in compliance with Government Code Section 54954.2.

**CITY COUNCIL ROLL CALL**

Councilmembers present were Toro (*excused*), Cisneros, Navarro, González, Mayor Pro Tem Woods, Suchil (*excused*) and Mayor DeLaRosa.

**DISCUSSION ITEMS**

- (1) Informational Report on General Fund Fiscal Stability and Recommendations for Financial Sustainability Report by Urban Futures, Inc.

**Staff Presentation**

Presentation to City of Colton City Council by James P. Morris, Managing Principal, Urban Futures, Inc.

**Discussion Outline (PowerPoint Presentation)**

- Decade of Fiscal Challenges – A Brief Look Back at the Road to Today
- Purpose of Report and Development of Summary Baseline Forecast
- Findings from Baseline Financial Forecast
  - Cash Flow Solvency
  - Budget Solvency
  - Structural and Service Solvency
- Recommendations for Fiscal Stabilization and Financial Sustainability
  - Expend Reductions – Evaluation of Options/Opportunities
  - Revenue Increases – Evaluation of Options/Opportunities
- Next Steps

**PUBLIC COMMENT**

The following community members addressed the Council: Carlos Gonzales; Kelley Phelps; Gary Grossich; Margie Ramirez; and Mark Garcia.

**Council Discussion**

Discernment and discussion between Councilmembers; with clarification provide by staff: City Manager Smith; Director Dabbs; Director Kolk; and Consultant Morris

With consensus of Councilmembers presented Mayor DeLaRosa gave direction to City Manager Smith to meet with staff and return with a recommendation regarding the following two options: UUT or GFT. City Manager Smith responded Council will return within a couple of weeks to hear staff's recommendation for final discussion and direction.

ADJOURNMENT

At 7:09 p.m., Mayor DeLaRosa adjourned the Special Council Meeting.

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Carolina R. Padilla  
City Clerk

CITY OF COLTON  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/  
COLTON PUBLIC FINANCING AUTHORITY AND  
COLTON HOUSING AUTHORITY  
CLOSED SESSION MINUTES

June 5, 2018

Closed Session Meeting was held on the above given date at 5:02 p.m., in the Council Chamber of City Hall, with Mayor DeLaRosa presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro (*appeared at 5:15*), Cisneros, Navarro, González, Mayor Pro Tem Woods, Suchil, and Mayor DeLaRosa.

STAFF PRESENT

City Manager Smith, City Attorney Campos, and City Clerk Padilla.

PUBLIC COMMENT

None

CLOSED SESSION

City Attorney Campos announced the City Council would meet in Closed Session to Discuss Item A, B, and C.

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)  
O'Duffy Construction v. KAD Paving, City of Colton  
San Bernardino Superior Court, Case no. CIVDS 1506733

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)  
Carissa Green v. City of Colton, et al.  
San Bernardino Superior Court, Case No. CIVDS 1705686

C. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6  
Agency designated representatives: Haydee Sainz, Human Resources Director  
Employee Groups: Teamsters - General Unit and Mid-Management Unit

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:03 p.m. and at 6:07 p.m., the meeting reconvened, with all members present heretofore.

City Attorney Campos announced that the City Council did meet in Closed Session and discussed Item A, B, and C; with direction to staff and no reportable action.

CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF  
COLTON/COLTON UTILITY AUTHORITY/  
COLTON PUBLIC FINANCING AUTHORITY AND  
COLTON HOUSING AUTHORITY

REGULAR MEETING MINUTES

June 5, 2018

Regular Meeting held on the above-given date at 6:08 p.m. in the Council Chamber of City Hall, with Mayor DeLaRosa presiding.

INVOCATION: Chaplain Tom Isom, Faithway, Fellowship Church of the Nazarene

FLAG SALUTE: American Legion Post #155; Member Steve Ferrence.

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor  
David J. Toro  
Ernest R. Cisneros  
Frank J. Navarro  
Dr. Luis S. González  
Jack R. Woods, Mayor Pro Tem  
Isaac T. Suchil

Staff Present

William R. Smith, City Manager  
Carlos Campos, City Attorney  
Carolina R. Padilla, City Clerk

Council Members Absent

None

CEREMONIAL MATTERS

*Presentations, Awards, Proclamations*

- Proclamation – Colton Youth Leadership Program

CM González introduced the graduates of the 2018 Colton Youth Leadership Program:

- ❖ Breanna Garcia
- ❖ Kevin Hernandez
- ❖ Natalie Jimenez
- ❖ Alberto Lopez
- ❖ Fabian Lopez
- ❖ Ricardo Olivas
- ❖ Daniel Soria-Ochoa
- ❖ Evelin Soria-Ochoa
- ❖ Tabitha Vasquez
- ❖ Viviana Vasquez

- 29<sup>TH</sup> Annual California Transportation Foundation – Transportation Awards Interchange Project of the Year – I-10 Pepper Avenue Interchange

CM Navarro presented the above mentioned award; accepted by Mayor DeLaRosa on behalf of the City of Colton.

- APA CA Inland Empire  
Inland Empire Section California Chapter American Planning Association  
2018 Transportation Planning Merit Award  
Colton Active Transportation Plan

CM Navarro presented the above mentioned award; accepted by Mayor DeLaRosa on behalf of the City of Colton.

## MAYOR AND COUNCIL ITEMS

### POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JUNE 5, 2018

#### GIFT DISCLOSURES

Mayor DeLaRosa asked the members present if there were any agenda items that were a conflict of interest pursuant to CMC Section 2.04.030. None disclosed.

#### AB 1234 ORAL REPORTS

Mayor DeLaRosa asked the members present if there were any brief reports on meetings attended at the expense of the City. (*GC Section 53232.3(d)*).

CM Navarro announce he attended ICSC (International Council of Shopping Centers) held in Las Vegas, NV on May20, 2018 through May 23, 2018.

#### PUBLIC HEARINGS

##### (1) Deemed Approved Ordinance

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE ELEMENT, LAND USE PLAN TO DESIGNATE “ROQUET RANCH SPECIFIC PLAN, AND TO CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT WITH STATEMENT OF OVERRIDING CONSIDERATIONS AND ADOPT A MITIGATION AND MONITORING AND REPORTING PROGRAM AND WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE TO AMEND SECTION 18.34.050 PERTAINING TO LAND USE AND DEVELOPMENT STANDARDS OF TITLE 18 OF THE COLTON MUNICIPAL CODE (FILE INDEX NO. DAP-001-228).

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Affidavit of Publication (*on file in the City Clerk's Office*) and there were no protests or objections thereto.

#### STAFF PRESENTATION

Mark Tomich, Development Services Director, presented for Council consideration; and conclude with staff's recommendation to waive full reading, read by title only and introduce Ordinance No. O-08-18.

#### PUBLIC COMMENT

None

Motion and Second by CM Suchil/CM Navarro to close the public hearing.

Vote: Unanimous

#### COUNCIL DISCUSSION

Discernment and discussion between Councilmembers; with clarification provide by staff: Director Tomich; Police Chief Owens; and City Attorney Campos.

Motion and Second by Mayor DeLaRosa/CM González to waive full reading, read by title only and introduce Ordinance O-08-18.

Vote: Unanimous

(2) Appeal – File Index No. DAP-001-510

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING AND AN APPEAL OF THE PLANNING COMMISSION DECISION (FILE INDEX NO. 001-447) TO DENY. A REQUEST FOR A CONDITIONAL USE PERMIT TO ESTABLISH A NON-MEDICAL STATE LICENSED AND CERTIFIED 10 BED RESIDENTIAL TREATMENT FACILITY FOR BEHAVIOR DISORDERS WITHIN AN EXISTING 1,950 SQUARE FOOT RESIDENTIAL HOME IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE.

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Affidavit of Publication (*on file in the City Clerk's Office*) and there were no protests or objections thereto.

STAFF PRESENTATION

Mark Tomich, Development Services Director, presented for consideration; concluding his presentation with staff's recommendation that Council adopt Resolution N. R-55-18 to deny the appeal and uphold the Planning Commission's denial of the application; or alternative, uphold the appeal, continue the public hearing to the regular City Council meeting of June 19, 2018 and direct staff to prepare a draft resolution approving the application with appropriate findings and proposed conditions of approval recommended by the various departments for consideration by the Council; or provide alternative direction to staff.

PUBLIC COMMENT

Josh LaBarge (Helping Hearts, Board Member) and Christal Hampton (Helping Hearts, Executive Director); spoke in support of the project; and Dan Flores, Chief of Staff for Supervisor Josie Gonzales; spoke in support of the project.

Motion and Second by CM Navarro/MPT Woods to close the public hearing.

Vote: Unanimous

COUNCIL DISCUSSION

Discernment and discussion between Councilmembers; with clarification provide by staff: Director Tomich; City Attorney Campos; Behavioral Health staff from ARMC; Board Member LaBarge; and Executive Director Hampton.

Motion and Second by CM Toro/Mayor DeLaRosa to continue the public hearing and staff will return with conditions of approval as outlined during Council discussion which included: certain restrictions and control for additional beds of 6 to 10; review every ten months or yearly; specifics related to complaints regarding parking and calls for service (PD); and mitigate the Planning Commission concerns;

Vote: Unanimous

(3) Updated Water and Wastewater User/Regulatory Fees and User Fee Study

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Affidavit of Publication (*on file in the City Clerk's Office*) and there were no protests

or objections thereto.

#### STAFF PRESENTATION

David Kolk, Utility Director, presented for Council consideration and concluded with staff's recommendation to adopt Resolution No. R-43-18.

#### PUBLIC COMMENT

None

Motion and Second by CM Suchil/CM Navarro to close the public hearing.

Vote: Unanimous

Motion and Second by CM González/CM Navarro to approve and adopt Resolution No. R-43-18.

Vote: Unanimous

#### PUBLIC COMMENT

The following community members addressed the Council: Breanna Hall; Annette Lira; Gem Montes; Jose Oliva; Gary Grossich; and Mark Garcia.

#### CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 4 through 21.

Councilmembers present selected items for discussion and clarification by staff: CM Suchil, Item 20.

Motion and Second by CM González /MPT Woods to approve the Consent Calendar Item 4 through 21 with Item 16 pulled for separate vote.

Vote: Unanimous

- (4) Minutes – Approval of Minutes for the City Council Special Meeting held May 9, 2018, Minutes for the City Council Regular Meeting held May 15, 2018, and Minutes for the City Council Special Meeting held May 17, 2018, on File in the Office of the City Clerk.
- (5) Warrants – It is recommended that the City Council approve US Bank voucher dated 04/18/2018 and totaling \$33,370.47; voucher numbers 170803 to 170934 dated 05/10/2018 and totaling \$626,092.52; voucher numbers 170937 to 171062 dated 05/17/2018 and totaling \$1,849,493.73; voucher numbers 171063 to 171167 dated 05/24/2018 and totaling \$535,537.52; voided checks totaling \$228,252.99.
- (6) Second Reading of Ordinance No. O-07-18 - Waive Full Reading, and Approve Second Reading of the Ordinance to amend section to amend Section 18.34.050 pertaining to land use and development standards of Title 18 of the Colton Municipal Code (FILE INDEX NO. DAP-001-228). ORDINANCE NO. 07-18.
- (7) Last and Final Recognized Obligation Payment Schedule (ROPS) for the Period Covering July 1, 2019 through June 30, 2046 (ROPS 19-46) – Approve Successor Agency Resolution SAR-02-18 for Filing Last and Final Recognized Obligation Payment Schedule for the Period Covering July 1, 2019 through June 30, 2046 (ROPS 19-46). SAR-02-18.
- (8) Donation of two K-9 Ballistic Vests – Approve and Adopt Resolution No. R-44-18 to amend the fiscal year 2017/2018 budget and accept the donation of two K-9 ballistic vests. RESOLUTION NO. R-44-18.
- (9) Award of Contract for the Community Development Block Grant (CDBG) Sidewalk Improvement near

Elementary Schools Project – Authorize the Award of Construction Contract for the CDBG Colt-17-2-03K-2988 Citywide Sidewalk Improvement near Elementary Schools Project to D.M. Contracting, Inc. as the lowest responsive and responsible bidder in the amount of \$82,375. RESOLUTION NO. R-54-18.

- (10) Amendment to KOA Professional Service Agreement for Active Transportation Plan – Authorize Amendment No. 1 to the Professional Services Agreement with KOA Corporation increasing the contract amount by \$13,100.
- (11) Professional Services Agreement with Criterion Automation, Inc. for Splash Pad Repairs at Veterans Park – Approve the second amendment to the Professional Services Agreement with Criterion Automation, Inc. for the splash pad repairs at Veterans Park in the amount of \$7,200.
- (12) Award of Contract for Mt. Vernon Avenue Corridor Traffic Signal Upgrade Project – Authorize the Award of Construction Contract for the Mt. Vernon Avenue Corridor Traffic Signal Upgrade Project to PTM General Engineering Service, Inc. as the lowest responsive and responsible bidder in the amount of \$920,020. RESOLUTION NO. R-53-18.
- (13) Authorize the Purchase of a 2018 Dodge 2500 Crew Cab – Approve the purchase of a 2018 Dodge 2500 Crew Cab command vehicle.
- (14) Wildland Protection Reimbursement Agreement – Approve and adopt Resolution R-56-18 authorizing the renewal of the Local Responsibility Area Wildland Protection Reimbursement Agreement, RESOLUTION NO. R-56-18.
- (15) Approval of Award of Bid to Evolution Markets, Inc. – Waive the formal bidding process and authorize the City of Colton to piggyback on to the City of Anaheim’s award contract to Evolution Markets Inc., as a broker for transacting Low Carbon Fuel Standard credits. RESOLUTION NO. R-58-18.
- (16) CR&R Proposed Rate Increase – Approve Resolution R-57-18 allowing CR&R to increase residential, commercial, and industrial customer’s municipal solid waste rates for FY 2017/18. RESOLUTION NO. R-57-18.

PULLED FOR DISCUSSION AND SEPARATE VOTE

- (17) Set Public Hearing for LLMD 1 – Approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 1 for FY 2017-18: 1) Resolution No. R-47-18, initiating proceedings; 2) Resolution No. R-48-18, approving the preliminary engineer’s report; and 3) Resolution No. R-49-18, intention to set the public hearing date regarding this matter for June 19, 2018, RESOLUTION NOS. R-47-18, R-48-18, and R-49-18.
- (18) Set Public Hearing for LLMD 2 – Approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 2 for FY 2017-18: 1) Resolution No. R-50-18, initiating proceedings; 2) Resolution No. R-51-18, approving the preliminary engineer’s report; and 3) Resolution No. R-52-18, intention to set the public hearing date regarding this matter for June 19, 2018, RESOLUTION NOS. R-50-18, R-51-18, and R-52-18.
- (19) Professional Service Agreement with Blais & Associates - Approve the Professional Services Agreement for Blais and Associates to provide grant writing services for the Active Transportation Program (ATP), Cycle 4 Infrastructure projects.
- (20) Professional Services Agreement with Mayon, LLC – Approve the Professional Services Agreement

with Mayon, LLC for administrative and fiscal services not to exceed \$50,000 annually.

- (21) Fiscal Year 2018-2019 Budget Adoption – Approve Resolution Nos. R-45-18, R-46-18 to adopt the Annual Gann Limit, CUA Resolution No. CUA-02-18, and CHA Resolution No. CHA-02-18 to approve and adopt the Fiscal Year 2018/19 Budget. RESOLUTIONS NOS. R-45-18, R-46-18, CUA-02-18, and CHA-02-18.

CONSENT CALENDAR (cont'd)

- (16) CR&R Proposed Rate Increase – Approve Resolution R-57-18 allowing CR&R to increase residential, commercial, and industrial customers municipal solid waste rates for FY 2017/18. RESOLUTION NO. R-57-18.

Motion and Second by Mayor DeLaRosa/CM González to approve and adopt Resolution No. R-57-18.

Vote: Motion carried with CM Suchil voting NO.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

*Comments from Mayor and Council on various issues and activities throughout the community.*

CITY MANAGER'S REPORTS

City Manager Smith reported Rotary International donated to the City twenty-five shade trees, including labor; in addition announced the Special Meeting of June 13, 2018 at 5:30 p.m. to discuss the impending Measure D sunset.

ADJOURNMENT

At 8:40 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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Carolina R. Padilla  
City Clerk

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## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: STACEY DABBS, FINANCE DIRECTOR  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

### RECOMMENDED ACTION

It is recommended that the City Council approve US Bank voucher dated 05/17/2018 and totaling \$24,426.80; voucher numbers 171168 to 171258 dated 05/29/2018 and totaling \$69,640.83; voucher numbers 171259 to 171383 dated 05/31/2018 and totaling \$635,876.39; voucher numbers 171384 to 171512 dated 06/07/2018 and totaling \$1,740,745.90; a payroll disbursement listing for the period 03/10/2018 to 03/23/2018 and totaling \$750,472.71 and a payroll disbursement listing for the period 03/24/2018 to 04/06/2018 and totaling \$828,801.74.

### BACKGROUND

The California Government Code requires that the legislative body ratify all vouchers issued in the course of conducting City business.

### ISSUES/ANALYSIS

All vouchers and related backup documentation have been reviewed by the City Treasurer.

### FISCAL IMPACTS

None.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

1. Fund number & Title legend
2. Voucher lists & payroll disbursement registers

**City of Colton**  
Fund Number and Title Legend

Fund	Title
100	GENERAL FUND
150	TREASURERS ACCOUNT GROUP
206	COMMUNITY CHILD CARE
209	DSF FLY CONSERVATION
210	SPECIAL GAS TAX
211	LIBRARY GRANT FUND
212	STATE TRAFFIC RELIEF FUND
213	S.Y.E.T.P. GRANT
214	POLLUTION REDUCTION FUND
215	COMMUNITY DEV ACT FUND
216	CDBG HOUSING REHAB FUND
217	DRUG/GANG INTERVENTION
218	MEASURE I FUND
219	STATE AID - CAPITAL PROJECTS
220	ViTep
225	MISC GRANTS
240	HOST CITY FEES - CIP
247	Quimby In Lieu Fees
248	PARK DEVELOPMENT FUND
249	TRAFFIC IMPACT FUND
250	NEW FACILITIES DEVELOPMENT FEE
251	CIVIC CENTER DEVELOPMENT FEE
252	FIRE FACILITY DEVELOPMENT FEE
253	POLICE FACILITY DEVELOPMENT FEE
261	ASSET FORFEITURE
326	AD 94-1 DEBT SERVICE
332	1971 SEWER BONDS, A & C
350	PFA Debt Fund
357	POB-Non Enterprise
358	PENSION OBLIGATION DEBT SERVICE
359	CORP YARD DEBT SERVICE
363	1978-2 ASSESSMENT DIST.
364	WATER IMPRVMT DIST A
379	AD 1979-1 DEBT SERVICE
427	AD 94-1 CONSTRUCTION
450	Capital Improvement Projects
451	Colton Crossing Fund
453	STREET IMPROVEMENTS PRGM
457	CAPITAL IMPROVEMENT
469	EQUIPMENT REPLACEMENT
520	ELECTRIC UTILITY
521	WATER UTILITY
522	WASTEWATER UTILITY
523	SOLID WASTE
524	CEMETERY
525	RECYCLING
526	PUBLIC BENEFIT FUND
527	WASTEWATER UTILITY - GRAND TERRACE
551	WATER DEVELOPMENT
552	SEWER DEVELOPMENT
560	CEMETARY ENDOWMENT CARE
605	Facility & Equipment Maintenance Fund
606	INFORMATION SERVICES FUND
607	INSURANCE FUND
608	AUTOMOTIVE SHOP
610	AUTOMOTIVE SHOPS

Fund	Title
701	LLMD #2
702	LLMD #1
703	CFD 87-1 DEBT SERVICE
704	CFD 87-1 CONSTRUCTION
707	CFD 88-1 DEBT SERVICE
708	CFD 88-1 CONSTRUCTION
709	DSF FLY CONSERVATION
722	STORM WATER
733	CFD 89-1 CONSTRUCTION
734	CFD 89-2 CONSTRUCTION
744	CFD 89-1 DEBT SERVICE
745	CFD 89-2 DEBT SERVICE
750	AQUA MANSA CFD
754	SB COUNTY HOSPITAL
762	TRUST AND AGENCY
766	DEFERRED COMPENSATION
781	CFD 90-1 DEBT SERVICE
782	CFD 90-1 CONSTRUCTION
850	Redevelopment Obligation Retirement Fund
851	Successor Agency Administration
855	Housing Auth - RM PARK DEVELOPMENT
856	Housing Auth - RANCHO MED BOND PROCEEDS
857	LMI Asset Fund
864	Housing Auth - LOW/MOD BOND PROCEEDS
865	Housing Auth - RANCHO MED CHFA
866	ECONOMIC DEVELOPMENT
867	Consolidation Proj_08-09
870	Housing Auth - RM PARK OPERATIONS
871	Successor Agcy-RANCHO/MILL PROJECT AREA
872	Successor Agcy-RANCHO/MILL DEBT SERVICE
873	Successor Agcy-RDA II PROJECT FUND
874	Housing Auth - LOW/MOD DEBT SERVICE
875	Housing Auth - LOW/MOD BOND PROCEEDS
876	Successor Agcy-SANTA ANA RIV BND PROCEED
877	Successor Agcy-SANTA ANA RIVER CIP
878	RDA FIXED ASSETS GROUP
879	Successor Agcy-WEST VALLEY CIP
881	Successor Agcy-MT VERNON BOND PROCEEDS
882	Successor Agcy-MT VERNON CIP
885	Successor Agcy-MT VERNON DEBT SERVICE
886	RDA ADMINISTRATION
887	COOLEY RANCH - now 894
888	MT VERNON - now 882
889	WEST VALLEY - now 879
890	Successor Agcy-RDA - LONG TERM DEBT GRP
891	Successor Agcy-RDA I DEBT SERVICE FUND
892	Successor Agcy-RDA I - CAPITAL PROJECTS
893	Successor Agcy-RDA II DEBT SERVICE FUND
894	Successor Agcy-COOLEY RANCH PROJECT
895	Successor Agcy-COOLEY RANCH DEBT SERV
896	SANTA ANA RIVER - now 877
897	Successor Agcy-SANTA ANA RIVER DEBT SVC
898	Housing Auth - LOW/MOD CAPITAL PROJECTS
899	Successor Agcy-WEST VALLEY PRJ - DBT SV
941	GENERAL LONG-TERM DEBT
958	GENERAL FIXED ASSETS
990	GASB 34

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	BM- 0437- 04/18		BM- V. TAMAYO TRUCK SUPPLIES/ TOOLS	115.98
					605-6150-6211-2301-0000-000 PHONE / NETWORK TESTING	80.98
			C. CARE- 4762- 04/18		605-6150-6211-2301-0000-000 C. CARE- C. RYMER LAMINATION FILM	60.00
					206-7200-7202-2301-0000-000 LAMINATION FILM	60.00
					206-7200-7203-2301-0000-000 MAILING	3.35
					206-7200-7203-2300-0000-000 MAILING	3.35
					206-7200-7202-2300-0000-000 USE TAX	4.65
					206-7200-7202-2301-0000-000 USE TAX	4.65
					206-7200-7203-2301-0000-000 USE TAX	-9.30
			C/S- 4795- 04/18		762-2210-000 C/S - N. MIHILD LUNCH FOR C/S TRAINING	138.15
			CM- 5350- 04/18		100-6040-6042-2280-0000-000 CM- D. MILLER SAMSONITE SPINNER-MOBILE OFFICE	82.74
					100-6020-9050-2301-0000-000 KEYS	6.47
					100-6010-6010-2301-0000-000 ROLLING BRIEFCASE	43.94
					100-6020-9050-2301-0000-000 ICSC DUES	50.00
					100-6020-9050-2270-0000-000 REGIS. (CITY/COUNTY CONF.)	175.00
					100-6000-6000-2280-0000-102	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		REGIS. (CITY/COUNTY CONF.)	
					100-6000-6000-2280-0000-100	175.00
					PETALLICS PAPER	
			COMM SVC-8456- 04/18		100-6000-6000-2300-0000-000	35.58
					COMM SVCS- N. VAN WINKLE	
					MILITARY BANNER REPLACEMENT	
					762-2314-000	945.00
					REGIS. (WLSL EVENT)	
					100-6200-6203-2270-0000-000	69.00
					CREDIT ON RETURNED ITEM	
			COMM SVCS-0989-04/18		100-6200-6214-2306-0000-000	-108.53
					COMM SVCS- K. PHELPS	
					SUPPLIES FOR EVENTS	
					100-6200-6213-2301-0000-000	57.73
					USE TAX	
					100-6200-6213-2301-0000-000	3.41
					USE TAX	
					762-2210-000	-3.41
					BANNER FOR SPECIAL EVENT	
					100-6200-6213-2301-0000-000	12.73
					USE TAX	
					100-6200-6213-2301-0000-000	0.99
					USE TAX	
					762-2210-000	-0.99
					FILE CABINET	
					100-6200-6213-2301-0000-000	63.93
					STAFF SHIRTS	
					100-6200-6202-2301-0000-000	23.70
					DVD'S FOR MOVIES IN THE PARK	
					100-6200-6214-2301-0000-000	81.70
					USE TAX	
					100-6200-6214-2301-0000-000	7.02
					USE TAX	
					762-2210-000	-7.02

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		SUPPLIES FOR LUQUE CENTER	
					100-6200-6213-2301-0000-000	85.13
					USE TAX	
					100-6200-6213-2301-0000-000	2.10
					USE TAX	
					762-2210-000	-2.10
					BROOM & DUST PAN	
					100-6200-6213-2301-0000-000	18.99
					USE TAX	
					100-6200-6213-2301-0000-000	1.47
					USE TAX	
					762-2210-000	-1.47
					BROOM & DUST PANS	
					100-6200-6217-2250-0000-000	56.97
					DVD FOR MOVIES IN THE PARK	
					100-6200-6214-2301-0000-000	21.54
					RENTAL FOR EVENT	
					100-6200-6201-2301-0000-000	51.44
					CPR TRAINING SUPPLIES	
			DEV SVCS-5865- 04/18		100-6200-6202-2301-0000-000	24.66
					DEV SVCS- M. TOMICH	
					SOFTWARE SUBSCRIPTION	
					100-6300-6301-2315-0000-000	41.40
					ELECTRIC VEHICLE CHARGING	
					100-6300-6301-2210-0000-000	1.62
					TONER CARTRIDGES	
			ELEC- 3629- 04/18		100-6300-6301-2300-0000-000	131.42
					ELEC- C. JIMENEZ	
					USB CABLES	
					520-8000-8004-2300-0921-000	25.82
					KEYBOARD AND MOUSE	
					526-8000-8035-2301-0921-000	64.64
					KEYBOARDS AND MOUSE	
					520-8000-8004-2300-0921-000	129.28

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		IPHONE CASE 520-8000-8004-2300-0921-000	35.31
			ELEC- 4201- 04/18		REGIS. EUSERC CLASS 520-8000-8002-2280-0930-200	23.16
					ELEC- R. GALLEGOS TRAIN FEES (CMUA CONF) 520-8000-8005-2280-0930-200	42.00
					PARKING (CMUA CONF) 520-8000-8001-2280-0930-200	48.00
					PARKING (CMUA CONF) 520-8000-8005-2280-0930-200	48.00
					WATER SERVICES 520-8000-8009-2225-0548-000	285.86
					CREDIT ON LODGING~ 520-8000-8001-2280-0930-200	-217.92
					CREDIT ON LODGING 520-8000-8001-2280-0930-200	-217.92
			ELEC- 8031- 04/18		ELEC- J. SUTORUS TABLE CLOTHES 520-8000-8005-2341-0930-200	124.90
					USE TAX 520-8000-8005-2341-0930-200	9.68
					USE TAX 762-2210-000	-9.68
					MARKETING SUPPLIES 521-8100-8110-2341-0000-000	35.80
					DONUTS FOR EARTH DAY 520-8000-8005-2341-0930-200	29.45
					PROPANE 526-8000-8035-2301-0921-000	47.22
					SUPPLIES FOR EARTH DAY 526-8000-8035-2301-0921-000	26.94
					EVENT SUPPLIES 526-8000-8035-2301-0921-000	19.41

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		COFFEE TRAVELER FOR EARTH DAY 520-8000-8005-2341-0930-200	33.90
					REFUND MEMBERSHIP FEE 520-8000-8005-2270-0930-200	-115.00
					TRANSPORTION 520-8000-8005-2280-0930-200	18.44
					LUNCH FOR GREEN SUMMIT MEETING 520-8000-8005-2280-0930-200	16.13
					LODGING (GREEN SUMMIT CONF) 520-8000-8005-2280-0930-200	378.02
					AIRPORT PARKING (GREEN SUMMIT) 520-8000-8005-2280-0930-200	54.00
					FENCING SUPPLIES FOR DOG PARK 248-6200-6205-3890-0000-000	485.85
					SUPPLIES FOR EARTH DAY 521-8100-8110-2341-0000-000	49.49
					DONUTS FOR EARTH DAY 521-8100-8110-2341-0000-000	48.45
					COFFEE FOR STAFF EARTH DAY 521-8100-8110-2341-0000-000	92.00
					BREAKFAST STAFF EARTH DAY 521-8100-8110-2341-0000-000	146.91
					DRY CLEANING FOR MARKETING LINEN 520-8000-8005-2341-0930-200	110.00
					BREAKFAST STAFF EARTH DAY 520-8000-8005-2341-0930-200	840.24
			FIRE- 4196- 04/18		FIRE- T. MCHARGUE LUNCH MEETING (CONFIRE)	39.28
			FIRE- 4548- 04/18		100-6090-6091-2280-0000-000 FIRE- C. CENDEJAS WRENCHES	24.10
					100-6090-6091-2301-0000-000 LABEL MAKERS & TAPE 100-6090-6091-2300-0000-000	97.17

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			FIRE- 6381- 04/18		SHIPPING COSTS 100-6090-6091-2300-0000-000	24.49
					FIRE- K. VALENTIN GEAR KEEPER 100-6090-6091-2301-0000-000	40.63
					REPAIR TURNOUT LINERS 100-6090-6091-1180-0000-000	40.00
					SMALL ENGINE FUEL 100-6090-6091-2301-0000-000	307.00
					SHIPPING CHARGES 100-6090-6091-2300-0000-000	7.25
					CO MONITOR 100-6090-6091-2301-0000-000	119.00
					USE TAX 100-6090-6091-2301-0000-000	9.22
					USE TAX 762-2210-000	-9.22
					AIR FILTERS 100-6090-6091-2301-0000-000	20.07
					USE TAX 100-6090-6091-2301-0000-000	1.56
			FIRE- 7872- 04/18		762-2210-000 FIRE- R. BRUNO	-1.56
					LUNCH FOR PROCTORS 100-6090-6091-2301-0000-000	62.96
					UNIFORM (BRUNO/DOMINGUEZ) 100-6090-6091-1170-0000-000	840.84
					ANNUAL MEMBERSHIP 100-6090-6092-2270-0000-000	175.00
			FIRE- 9038- 04/18		FIRE- D. HARKER REGIS. (CA FIRE CHIEF'S SUMMIT)	
					100-6090-6091-1160-0000-000	265.00
			HR- 0170- 04/18		HR- H. SAINZ	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931	U.S. BANK CORPORATE PAYMENT SY			
			(Continued)			
					LUNCH FOR PANEL	
					100-6030-6030-2342-0000-000	22.15
					LABOR LAW POSTERS	
					607-6040-8601-2301-0000-000	451.55
					USE TAX	
					607-6040-8601-2301-0000-000	35.00
					USE TAX	
					762-2210-000	-35.00
					CREDIT ON SHIPPING	
					607-6040-8601-2301-0000-000	-11.77
					MAILING SERVICE	
					100-6030-6030-2300-0000-000	24.90
					REGIS. (HR TRAINING)	
					100-6030-6030-2280-0000-000	99.00
			I.S.- 8716- 04/18		I.S- P. EVANS	
					EXTERNAL HARD DRIVE	
					606-6040-6044-2315-0000-000	70.68
					CREDIT ON RETURNED PHONE	
					606-6040-6044-2301-0000-000	-322.15
			LIB- 4859- 04/18		LIB- E. PEDROZA	
					MEETING SUPPLIES	
					100-6200-6250-2300-0000-000	20.95
					LUNCH AT ROTARY MEETING	
					100-6200-6250-2280-0000-000	14.71
					SUPPLIES FOR READING PROGRAM	
					100-6200-6250-2302-0000-000	220.05
					USE TAX	
					100-6200-6250-2302-0000-000	17.05
					USE TAX	
					762-2210-000	-17.05
			PD- 0375- 04/18		PD- L. AVALOS	
					FLOOR BUFFER	
					605-6150-6211-2250-6071-000	17.31
					TRAINING (FIREARMS INSTRUCTOR)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-1160-0000-000 TRAINING (POLICE BUDGET ACADEMY)	630.00
					100-6070-6071-1160-0000-000 TRAINING (TASER CEW RECERT)	393.00
					100-6070-6071-1160-0000-000 SHIPPING EXAM RESULTS	450.00
					100-6070-6071-2300-0000-000 DUES- CODE ENFORCEMENT ASSOC.	134.08
					100-6070-6071-2270-0000-000 TRAINING (SUPERVISORY COURSE)	275.00
					100-6070-6071-1160-0000-000 TRANSPONDERS FEES	273.98
					100-6070-6071-2210-0000-000 ONLINE BUSINESS TRAINING	30.95
					100-6070-6071-2270-0000-000 BLUE RIBBON BREAKFAST	34.99
					100-6070-6071-2280-0000-000 APPRECIATION DINNER	225.00
					100-6070-6071-2280-0000-000 LODGING (SWAT TEAM LEADER)	105.00
					100-6070-6071-1160-0000-000 TRAINING (BATI INVESTIGATIVE)	794.51
					100-6070-6071-1160-0000-000 CABLE SERVICE (K2C SUBSTATION)	962.00
					100-6070-6071-2301-0000-000 TRAINING (MOBILE SURVEILLANCE)	154.97
					100-6070-6071-1160-0000-000 TRAINING (ARMORER'S COURSE)	90.00
					100-6070-6071-1160-0000-000 LODGING (FIELD EVIDENCE TECH)	250.00
					100-6070-6071-1160-0000-000 PARKING FEES	1,127.20
					100-6070-6071-1160-0000-000 TRAINING (CLETS ADMIN.)	67.52

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-1160-0000-000 FOOD FOR BREAKFAST W/ MAYOR	30.00
			PD- 0475- 04/18		100-6070-6071-2280-0000-000 PD- M. ALDRICH CNG FUEL	45.00
			PD- 1945- 04/18		100-6070-6071-2210-0000-000 PD- R. CARNELL CNG FUEL	59.65
			PD- 3734- 04/18		100-6070-6071-2210-0000-000 PD- T. HEARD CNG FUEL	82.23
			PD- 5050- 04/18		100-6070-6071-2210-0000-000 PD- A. BETANCUR BADGES	79.99
					100-6070-6071-2300-0000-000 NOTARY SERVICE	10.12
					100-6070-6071-2300-0000-000 PATCHES FOR UNIFORMS	15.00
					100-6070-6071-1170-0000-000 ENGRAVING FOR PLAQUES	787.55
					225-6070-7003-2301-0000-000 OFFICE SUPPLIES	15.09
					100-6070-6071-2300-0000-000 BREATHALYZERS	696.07
					100-6070-6071-1180-0000-000 DRUNK GOGGLES	1,200.74
					100-6070-6071-1180-0000-000 USE TAX	594.95
					100-6070-6071-1180-0000-000 USE TAX	46.11
					762-2210-000 MEDAL BOXES	-46.11
					100-6070-6071-2301-0000-000 USE TAX	50.32

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931	U.S. BANK CORPORATE PAYMENT SY (Continued)			
					100-6070-6071-2301-0000-000 USE TAX	3.90
					762-2210-000 FRAMES FOR AWARDS	-3.90
					100-6070-6071-2301-0000-000 BANNERS FOR AWARD CEREMONY	262.82
					100-6070-6071-2301-0000-000 LODGING (EXCON CONF)	67.99
					225-6070-7003-2280-0000-000 MARIJUANA TEST KITS (CART)	322.05
					225-6070-7003-2301-0000-000 MUSEUM FIELD TRIP (CART)	18.42
					225-6070-7003-2280-0000-000 REFRESHMENTS (AWARD CEREMONY)	367.50
					100-6070-6071-2301-0000-000 BREAKFAST (CART FIELD TRIP)	39.22
					225-6070-7003-2280-0000-000 LUNCH (CART FIELD TRIP)	146.63
			PD- 5499- 04/18		225-6070-7003-2280-0000-000 PD- M. CHAVEZ CNG FUEL	235.63
			PD- 9500- 04/18		100-6070-6071-2210-0000-000 PD- J. JOLLIFF PAPER FOR AWARDS	84.85
			PW- 6681- 04/18		100-6070-6071-2300-0000-000 PW- L. NUNEZ CALENDARS/ LABEL CARTRIDGE	71.22
					100-6150-6151-2301-0000-000 KEYBOARD AND MOUSE	70.22
					100-6150-6151-2301-0000-000 DELINEATORS FOR STREETS	32.31
			ST- 7740- 04/18		210-6150-6160-2301-0000-000 ST- R. ARABELO FUEL/ PROPANE	169.51

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
8694500	5/17/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			ST- 9541- 04/18		210-6150-6160-2210-0000-000 ST- A. PAGDILAO STREET SIGNS	99.13
					218-1812-6150-3890-0000-000 NUTS & BULTS FOR PLAY GROUND	110.99
					100-6150-6205-2301-0000-000 VALVES REPLACE BACKFLOWS	61.32
					100-6150-6205-2301-0000-000 REPAIR CHEMICAL SPRAYER	916.98
					100-6150-6205-2210-0000-000 AUTO GLASS REPAIRS	164.52
					210-6150-6160-2210-0000-000 CNG FUEL	280.00
					100-6150-6205-2210-0000-000 CNG FUEL	240.68
			W- 4266- 04/18		210-6150-6160-2210-0000-000 W- G. BARAJAS WATT KITS	1,391.25
					521-8100-8101-2301-0000-000 PUMP FOR WATER FILTRATION	417.50
					521-8100-8101-2301-0000-000 METRO LANE VIOLATION	56.32
			WW- 7705- 04/18		521-8300-8300-2350-0000-000 WW- M. ARREDONDO ROOT X- ROOT KILLER	59.05
					522-8200-8200-2257-0000-000 WEED WACKER	227.20
					522-8200-8200-2256-0000-000 ASPHALT	322.92
					522-8200-8200-2257-0000-000 CNG GAS	495.76
					522-8200-8200-2210-0000-000	42.38
					<b>Total :</b>	<b>24,426.80</b>
1 Vouchers for bank code : boa						<b>Bank total : 24,426.80</b>

Bank code : boa

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1 Vouchers in this report						Total vouchers : 24,426.80

  
\_\_\_\_\_  
Stacey Dabbs  
Finance Director

  
\_\_\_\_\_  
Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171168	5/29/2018	rm28737 ANDERSON, GAREN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	233.61 <b>Total : 233.61</b>
171169	5/29/2018	rm69605 APONTE, REUBEN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,284.40 <b>Total : 1,284.40</b>
171170	5/29/2018	rm54027 BACA, RUBEN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46 <b>Total : 786.46</b>
171171	5/29/2018	rm41128 BADEN, LETITIA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	606.64 <b>Total : 606.64</b>
171172	5/29/2018	rm82549 BAKER, ANNETTA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80 <b>Total : 533.80</b>
171173	5/29/2018	rm56638 BAYER, CURTIS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,316.25 <b>Total : 1,316.25</b>
171174	5/29/2018	rm01272 BEACHTEL, MICHAEL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	714.18 <b>Total : 714.18</b>
171175	5/29/2018	rm61231 BECERRA, CHARLES	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 <b>Total : 1,147.65</b>
171176	5/29/2018	rm14267 BENFIELD, DONALD	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	173.17 <b>Total : 173.17</b>
171177	5/29/2018	rm53442 BENNETT, DEIRDRE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171177	5/29/2018	rm53442 BENNETT, DEIRDRE	(Continued)		100-6030-6030-1150-0000-000	1,200.60
					<b>Total :</b>	<b>1,200.60</b>
171178	5/29/2018	rm09306 BICKERS, DENNIS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	997.84
					<b>Total :</b>	<b>997.84</b>
171179	5/29/2018	rm76189 BLINKINSOP, DOUGLAS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28
					<b>Total :</b>	<b>845.28</b>
171180	5/29/2018	rm53493 BORNSHEUER, BRENDA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	454.91
					<b>Total :</b>	<b>454.91</b>
171181	5/29/2018	rm96939 BORNSHEUER, ROBBIE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	660.15
					<b>Total :</b>	<b>660.15</b>
171182	5/29/2018	rm44563 BRADSHAW, LORI	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	323.35
					<b>Total :</b>	<b>323.35</b>
171183	5/29/2018	rm88125 BURROWS, CHARLES	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	654.80
					<b>Total :</b>	<b>654.80</b>
171184	5/29/2018	rm03721 CALDERILLA, JOVITA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	444.15
					<b>Total :</b>	<b>444.15</b>
171185	5/29/2018	rm32614 CARRION, RICHARD	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65
					<b>Total :</b>	<b>1,147.65</b>
171186	5/29/2018	rm44322 CONAWAY, KENNETH	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	528.45

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171186	5/29/2018	rm44322 rm44322 CONAWAY, KENNETH	(Continued)			
					<b>Total :</b>	<b>528.45</b>
171187	5/29/2018	rm40061 CONNOLLY, PAUL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	626.03
					<b>Total :</b>	<b>626.03</b>
171188	5/29/2018	rm55912 COOPER, THEODORE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	455.35
					<b>Total :</b>	<b>455.35</b>
171189	5/29/2018	rm41763 CROWE, CHRISTINA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	197.76
					<b>Total :</b>	<b>197.76</b>
171190	5/29/2018	rm67320 DEANTONIO, DANA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46
					<b>Total :</b>	<b>786.46</b>
171191	5/29/2018	rm32059 DEDIANOUS, NOEL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,385.29
					<b>Total :</b>	<b>1,385.29</b>
171192	5/29/2018	rm04121 DEVINE, JERRY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	893.48
					<b>Total :</b>	<b>893.48</b>
171193	5/29/2018	rm75521 DREY, ROBERT	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					<b>Total :</b>	<b>1,278.75</b>
171194	5/29/2018	rm88879 ENTWISTLE, ROGER	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46
					<b>Total :</b>	<b>786.46</b>
171195	5/29/2018	rm78526 FALCON, GILBERT	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	601.03
					<b>Total :</b>	<b>601.03</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171196	5/29/2018	rm44562 FLORES, ADELFA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	636.05
					<b>Total :</b>	<b>636.05</b>
171197	5/29/2018	rm35786 FLORES, OLIVIA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	785.35
					<b>Total :</b>	<b>785.35</b>
171198	5/29/2018	rm74117 GAMACHE, LOUIS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					<b>Total :</b>	<b>1,278.75</b>
171199	5/29/2018	rm23446 GARCIA, ALONSO	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70
					<b>Total :</b>	<b>509.70</b>
171200	5/29/2018	rm00834 GARCIA, ANTHONY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65
					<b>Total :</b>	<b>1,147.65</b>
171201	5/29/2018	rm77865 GERTH, GREGG	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,219.93
					<b>Total :</b>	<b>1,219.93</b>
171202	5/29/2018	rm58919 GLASS, KAYE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	653.52
					<b>Total :</b>	<b>653.52</b>
171203	5/29/2018	rm95036 GONZALES, FRANK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	249.30
					<b>Total :</b>	<b>249.30</b>
171204	5/29/2018	rm14995 GONZALES, RICHARD	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,469.16
					<b>Total :</b>	<b>1,469.16</b>
171205	5/29/2018	rm77990 GONZALES, ROSEMARIE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	785.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171205	5/29/2018	rm77990 rm77990 GONZALES, ROSEMARIE	(Continued)			<b>Total : 785.35</b>
171206	5/29/2018	rm32105 GRIGG, MITCHELL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	857.00 <b>Total : 857.00</b>
171207	5/29/2018	rm97058 GRUENZNER, GARY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 <b>Total : 1,147.65</b>
171208	5/29/2018	rm35990 GUTIERREZ, JOSE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 <b>Total : 1,147.65</b>
171209	5/29/2018	rm09609 HALL, DAVID	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	499.68 <b>Total : 499.68</b>
171210	5/29/2018	rm26270 HAMP, FRANK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,062.99 <b>Total : 1,062.99</b>
171211	5/29/2018	rm57796 HENDRIX, THOMAS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	631.60 <b>Total : 631.60</b>
171212	5/29/2018	rm13436 HEUSTERBERG, RANDALL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	631.60 <b>Total : 631.60</b>
171213	5/29/2018	rm86489 HORN, WILLIAM	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	173.17 <b>Total : 173.17</b>
171214	5/29/2018	rm46603 HUDSON, DEWAYNE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	558.94 <b>Total : 558.94</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171215	5/29/2018	rm29848 HUMPHREY, BRANDON	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	951.82
					<b>Total :</b>	<b>951.82</b>
171216	5/29/2018	rm09772 HUTTON, DORAINE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	585.98
					<b>Total :</b>	<b>585.98</b>
171217	5/29/2018	rm77170 HUTTON, JOHN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	249.30
					<b>Total :</b>	<b>249.30</b>
171218	5/29/2018	rm02943 KERSHNER, KYLE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					<b>Total :</b>	<b>1,278.75</b>
171219	5/29/2018	rm95795 KNOWLES, JOANNE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	197.76
					<b>Total :</b>	<b>197.76</b>
171220	5/29/2018	rm87064 KOAHO, ALAN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,316.25
					<b>Total :</b>	<b>1,316.25</b>
171221	5/29/2018	rm56995 LOFY, NATALIE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	212.97
					<b>Total :</b>	<b>212.97</b>
171222	5/29/2018	rm13762 LUNSFORD, BERNARD	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	626.03
					<b>Total :</b>	<b>626.03</b>
171223	5/29/2018	rm50921 MADSEN, MARGARET	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	212.97
					<b>Total :</b>	<b>212.97</b>
171224	5/29/2018	rm76322 MAXWELL, JAMES	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171224	5/29/2018	rm76322	rm76322 MAXWELL, JAMES			
			(Continued)			
					<b>Total :</b>	<b>533.80</b>
171225	5/29/2018	rm75787 MC CANN, CHARLES	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					<b>Total :</b>	<b>1,278.75</b>
171226	5/29/2018	rm09565 MCCOY, MICHAEL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,385.29
					<b>Total :</b>	<b>1,385.29</b>
171227	5/29/2018	rm28522 MEDINA, MIKE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	637.00
					<b>Total :</b>	<b>637.00</b>
171228	5/29/2018	rm91252 MILLER, ROBERT	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70
					<b>Total :</b>	<b>509.70</b>
171229	5/29/2018	rm68250 MILLER, VON ERIC	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					<b>Total :</b>	<b>1,278.75</b>
171230	5/29/2018	rm15529 MIRELES, REYMUNDO	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,385.29
					<b>Total :</b>	<b>1,385.29</b>
171231	5/29/2018	rm91452 OJEDA, FRANK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28
					<b>Total :</b>	<b>845.28</b>
171232	5/29/2018	rm40996 PACHECO, THOMAS	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	565.35
					<b>Total :</b>	<b>565.35</b>
171233	5/29/2018	rm69401 PAY, COLIN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	951.82
					<b>Total :</b>	<b>951.82</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171234	5/29/2018	rm86045 PHILPOTT, WILLIAM	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	712.33 <b>Total : 712.33</b>
171235	5/29/2018	rm10854 RAMIREZ, JORGE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	543.35 <b>Total : 543.35</b>
171236	5/29/2018	rm29885 RAMIREZ, RICHARD	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	857.00 <b>Total : 857.00</b>
171237	5/29/2018	rm09970 RAMOS, HELEN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	183.34 <b>Total : 183.34</b>
171238	5/29/2018	rm44165 RIVERA, RANDY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	833.36 <b>Total : 833.36</b>
171239	5/29/2018	rm86312 RODRIGUEZ-MENDOZA, SUSAN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	444.15 <b>Total : 444.15</b>
171240	5/29/2018	rm49440 ROQUE, JOHN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 <b>Total : 570.50</b>
171241	5/29/2018	rm45999 ROQUE, PAULINE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 <b>Total : 570.50</b>
171242	5/29/2018	rm08038 RUBIO, GUADALUPE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80 <b>Total : 533.80</b>
171243	5/29/2018	rm14902 SANTA ROSA, PHILIP	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	983.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171243	5/29/2018	rm14902 rm14902 SANTA ROSA, PHILIP	(Continued)			<b>Total : 983.35</b>
171244	5/29/2018	rm89242 SIEGFRIED, ANTHONY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	791.00 <b>Total : 791.00</b>
171245	5/29/2018	rm63391 SPROAL, SHARI	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	606.64 <b>Total : 606.64</b>
171246	5/29/2018	rm33028 STRATTON, JACK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	558.94 <b>Total : 558.94</b>
171247	5/29/2018	rm81799 UNDERHILL, JACK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,208.71 <b>Total : 1,208.71</b>
171248	5/29/2018	rm61099 UPDEGRAFF, GARY	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	659.17 <b>Total : 659.17</b>
171249	5/29/2018	rm82311 VANDIVER, DEBRA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 <b>Total : 570.50</b>
171250	5/29/2018	rm46493 VELASQUEZ, WILLIAM	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,208.71 <b>Total : 1,208.71</b>
171251	5/29/2018	rm05284 VILLEGAS, LAWRENCE	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 <b>Total : 570.50</b>
171252	5/29/2018	rm56255 WAGONER, DONNA	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	566.56 <b>Total : 566.56</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171253	5/29/2018	rm87750 WALTERS, MARK	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	712.33
<b>Total :</b>						<b>712.33</b>
171254	5/29/2018	rm80987 WARD, STEVEN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,304.96
<b>Total :</b>						<b>1,304.96</b>
171255	5/29/2018	rm76590 WHITE, CRAIG	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	997.84
<b>Total :</b>						<b>997.84</b>
171256	5/29/2018	rm16652 WILLIAMS, KENNETH	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28
<b>Total :</b>						<b>845.28</b>
171257	5/29/2018	rm49954 ZAMORA, SARAH	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70
<b>Total :</b>						<b>509.70</b>
171258	5/29/2018	rm17376 ZENDEJAS, ROBERT	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46
<b>Total :</b>						<b>786.46</b>
<b>91 Vouchers for bank code : boa</b>						<b>Bank total : 69,640.83</b>
<b>91 Vouchers in this report</b>						<b>Total vouchers : 69,640.83</b>

  
\_\_\_\_\_  
Stacey Dabbs  
Finance Director

  
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Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171259	5/29/2018	rm56309 GUERRERO, MARTIN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	681.00 <b>Total : 681.00</b>
171260	5/29/2018	rm59065 GUZMAN, DAVID	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,319.34 <b>Total : 1,319.34</b>
171261	5/29/2018	rm92256 MARKS, CLIFTON	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	882.78 <b>Total : 882.78</b>
171262	5/29/2018	rm78295 MUSGRAVES, MICHAEL	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46 <b>Total : 786.46</b>
171263	5/29/2018	rm66751 NUNN, STEVEN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28 <b>Total : 845.28</b>
171264	5/29/2018	rm87066 SHAW, JOHN	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	180.27 <b>Total : 180.27</b>
171265	5/29/2018	rm51216 WILLMORE, KENT	JUNE 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	882.78 <b>Total : 882.78</b>
171266	5/31/2018	cbc0333 2015-3 IH2 BORROWER LP	00343500		CLOSING BILL CREDIT 520-2450-232	300.84 <b>Total : 300.84</b>
171267	5/31/2018	cbc2441 2017-1 IH BORROW LP	00741015		CLOSING BILL CREDIT 520-2450-232	44.53 <b>Total : 44.53</b>
171268	5/31/2018	094206 AERODERIVATIVE GAS TURBINE SUP	I62147		ELEC- GAS TURBINE PARTS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171268	5/31/2018	094206 AERODERIVATIVE GAS TURBINE SUP	(Continued)	018684	520-8000-8009-2225-0548-000	1,961.98
<b>Total :</b>						<b>1,961.98</b>
171269	5/31/2018	058720 AGUIRRE, JESUS	BOOT ALLOWANCE 2018		BOOT ALLOWANCE 2018 520-8000-8003-1101-0926-000	215.99
<b>Total :</b>						<b>215.99</b>
171270	5/31/2018	cbc2492 ALLEN, MONICA	00570220		CLOSING BILL CREDIT 520-2450-232	153.25
			00570230		CLOSING BILL CREDIT 520-2450-232	326.54
<b>Total :</b>						<b>479.79</b>
171271	5/31/2018	cbc2317 AMB HOLDCO LLC	02010406		CLOSING BILL CREDIT 520-2450-232	25.94
<b>Total :</b>						<b>25.94</b>
171272	5/31/2018	061317 APPIAH-KUBI, SAMUEL	REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00
<b>Total :</b>						<b>75.00</b>
171273	5/31/2018	046028 AT & T	9391054981-04/18	054319	DEV SVCS- TELEPHONE SERVICES 100-6300-6302-2310-0000-000	20.46
			9391061540- 04/18	054319	DEV SVCS- TELEPHONE SERVICES 100-6300-6302-2310-0000-000	25.69
<b>Total :</b>						<b>46.15</b>
171274	5/31/2018	092800 AUTOMATIONDIRECT.COM	8818738	017673	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	16.00
<b>Total :</b>						<b>16.00</b>
171275	5/31/2018	cbc2520 BARBOSA, JESUS SOLTERO	00490790		CLOSING BILL CREDIT 520-2450-232	128.49
<b>Total :</b>						<b>128.49</b>
171276	5/31/2018	094149 BATTERY WORX	87071	018711	INV- AUTO BATTERIES 100-1510-000	516.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171276	5/31/2018	094149 BATTERY WORX	(Continued)		100-1510-000	46.05
					<b>Total :</b>	<b>562.85</b>
171277	5/31/2018	cbc2487 BELTCHEV, VICHO	00290515		CLOSING BILL CREDIT 520-2450-232	62.53
					<b>Total :</b>	<b>62.53</b>
171278	5/31/2018	cbc2480 BENSON, LORI	00821435 00821450		CLOSING BILL CREDIT 521-2450-000 CLOSING BILL CREDIT 520-2450-232	3.10 154.38
					<b>Total :</b>	<b>157.48</b>
171279	5/31/2018	033590 BIO-TOX LABORATORIES	35775	017978	PD- LAB ANAYSIS SERVICES 100-6070-6071-2350-0000-000	1,190.00
					<b>Total :</b>	<b>1,190.00</b>
171280	5/31/2018	cbc2486 BRAGG, ALEXIS	00590615		CLOSING BILL CREDIT 520-2450-232	43.00
					<b>Total :</b>	<b>43.00</b>
171281	5/31/2018	061266 BRAVO, LOUIS	REBATE- WASHER-W		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00
					<b>Total :</b>	<b>75.00</b>
171282	5/31/2018	024815 BRITHINEE ELECTRIC	SI07837	054322	W- ELECTRICAL PARTS 521-8100-8101-2411-0000-000	900.93
					<b>Total :</b>	<b>900.93</b>
171283	5/31/2018	045647 BRUNO, RAY	RECERTS- 2018		FIRE- PARAMEDIC RECERT FEES 100-6090-6091-1161-0000-000	270.00
					<b>Total :</b>	<b>270.00</b>
171284	5/31/2018	cbc2513 CALDERON, NESTOR	00680450		CLOSING BILL CREDIT 520-2450-232	39.69
					<b>Total :</b>	<b>39.69</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171285	5/31/2018	cbc2521 CAMPOS, ERIC	00841772		CLOSING BILL CREDIT 520-2450-232	113.80
					<b>Total :</b>	<b>113.80</b>
171286	5/31/2018	003165 CANON FINANCIAL SERVICES	18616764		DEV SVCS- LEASE PAYMENTS	
				017714	100-6300-6301-2420-0000-000	211.05
				017714	100-6300-6301-2240-0000-000	222.05
					100-6300-6301-2420-0000-000	16.36
					<b>Total :</b>	<b>449.46</b>
171287	5/31/2018	061350 CAUDLE, CHITARA	1090376.015		REFUND CLEANING DEPOSIT 100-6747-000	200.00
					<b>Total :</b>	<b>200.00</b>
171288	5/31/2018	045027 CDW GOVERNMENT	MQN8225		ELEC- LAPTOP	
				018567	520-8000-8002-4900-0101-000	2,100.75
					520-8000-8002-4900-0101-000	167.81
					<b>Total :</b>	<b>2,268.56</b>
171289	5/31/2018	cbc2508 CHEN WU, SU	00611375		CLOSING BILL CREDIT 520-2450-232	139.10
					<b>Total :</b>	<b>139.10</b>
171290	5/31/2018	cbc2517 COMMUNITY SERVICES & DEVELOPMET	00631780		CLOSING BILL CREDIT 520-2450-232	83.49
					<b>Total :</b>	<b>83.49</b>
171291	5/31/2018	cbc2499 CRIMES, ANTHONY	00170505		CLOSING BILL CREDIT 520-2450-232	101.15
					<b>Total :</b>	<b>101.15</b>
171292	5/31/2018	001897 DAN'S LAWNMOWER	157882		INV- LAWN & GARDEN SUPPLIES	
				018691	100-1500-000	332.79
				018691	520-1500-154	306.72
				018691	100-1500-000	367.36
					100-1500-000	52.03
					520-1500-154	26.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171292	5/31/2018	001897	001897 DAN'S LAWNMOWER		(Continued)	<b>Total : 1,084.90</b>
171293	5/31/2018	043438	DELL COMPUTER CORPORATION	10243306341	C/S- COMPUTER EQUIPMENT 100-6040-6042-2300-0000-000	620.51 <b>Total : 620.51</b>
171294	5/31/2018	059654	DELTA DENTAL INSURANCE COMPANY	BE002820143	DENTAL PREMIUM 762-2030-000	2,355.52 <b>Total : 2,355.52</b>
171295	5/31/2018	003660	DELTA DENTAL OF CALIFORNIA	BE002818371	DENTAL PREMIUMS 762-2030-000 100-6030-6030-1150-0000-000	20,109.98 60.13 <b>Total : 20,170.11</b>
171296	5/31/2018	093982	DENALI WATER SOLUTIONS LLC	0018427-IN	WW- HAULING & DISPOSAL SVC 522-8200-8200-2350-0000-000	6,318.93 <b>Total : 6,318.93</b>
171297	5/31/2018	cbc2509	DEY, SAMUEL	00180150	CLOSING BILL CREDIT 520-2450-232	142.02 <b>Total : 142.02</b>
171298	5/31/2018	059984	DOMINGUEZ, DEBBIE	REBATE- DISHWASHER	WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 <b>Total : 75.00</b>
171299	5/31/2018	cbc2479	FAISON-WRIGHT, DEARCHA	00470046	CLOSING BILL CREDITS 520-2450-232	214.05 <b>Total : 214.05</b>
171300	5/31/2018	059014	FICARA, EDWARD	REBATE- DISHWASHER	WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 <b>Total : 75.00</b>
171301	5/31/2018	061238	FONSECA, CINDY	REBATE- TURF	WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171301	5/31/2018	061238 061238 FONSECA, CINDY	(Continued)			<b>Total : 800.00</b>
171302	5/31/2018	cbc1471 FRANKLIN MANAGEMENT	00411295		CLOSING BILL CREDIT 520-2450-232	151.19
			00471160		CLOSING BILL CREDITS 520-2450-232	140.20
						<b>Total : 291.39</b>
171303	5/31/2018	cbc2496 FRAZIER, KIMBERLY	00800275		CLOSING BILL CREDIT 520-2450-232	59.93
						<b>Total : 59.93</b>
171304	5/31/2018	017955 GALLS, LLC	BC0575320		PD- UNIFORM (K. BOZI)	
			BC0585363	054337	100-6070-6071-1170-0000-000	71.18
			BC0590793	054337	PD- UNIFORM (S. DAVIS) 100-6070-6071-1170-0000-000	193.06
			BC0590898	054337	PD- UNIFORM (Y. NAVA) 100-6070-6071-1170-0000-000	86.98
			BC0607312	054337	PD- UNIFORM (R. CARNELL) 100-6070-6071-1170-0000-000	124.80
				054337	PD- UNIFORM (D. INDRIES) 100-6070-6071-1170-0000-000	287.02
						<b>Total : 763.04</b>
171305	5/31/2018	061177 GARCIA, OFELIA	REBATE- TOILETS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	300.00
						<b>Total : 300.00</b>
171306	5/31/2018	000157 GENUINE AUTO PARTS	214478		AUTOMOTIVE PARTS	
			215264	054339	522-8200-8200-2257-0000-000	43.09
				054339	AUTOMOTIVE PARTS 522-8200-8200-2301-0000-000	58.16
						<b>Total : 101.25</b>
171307	5/31/2018	cbc2481 GONZALES, CORINNE	00740205		CLOSING BILL CREDIT 520-2450-232	38.10
						<b>Total : 38.10</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171308	5/31/2018	cbc2503 GORDON, MARY	00893840		CLOSING BILL CREDIT 520-2450-232	108.89
<b>Total :</b>						<b>108.89</b>
171309	5/31/2018	000159 GRAINGER, INC	9787890459		INV- FILTERS/ BROOMS	
				018708	100-1500-000	97.72
				018708	520-1500-154	131.04
				018708	100-1500-000	210.48
					100-1500-000	23.89
					520-1500-154	10.15
<b>Total :</b>						<b>473.28</b>
171310	5/31/2018	000160 GRAYBAR ELECTRIC CO	9304076381		ELECTRIC PARTS	
			9304149642	054341	520-8000-8003-2255-0592-100	113.18
				054341	ELEC- ELECTRIC PARTS 520-8000-8004-2301-0921-000	35.90
<b>Total :</b>						<b>149.08</b>
171311	5/31/2018	047945 HARRINGTON, GREG	01940735		CLOSING BILL CREDIT 520-2450-232	300.00
<b>Total :</b>						<b>300.00</b>
171312	5/31/2018	cbc2482 HARTWILL, ALEXISS	00791510		CLOSING BILL CREDIT 520-2450-232	150.08
<b>Total :</b>						<b>150.08</b>
171313	5/31/2018	cbc2512 HAWKINS, MICHELLE	00471800		CLOSING BILL CREDIT 520-2450-232	90.65
<b>Total :</b>						<b>90.65</b>
171314	5/31/2018	094198 HEARD'S INVESTIGATION AND	5875		HR- PRE-EMPLOYMENT POLYGRAPHS 100-6030-6030-2342-0000-000	750.00
<b>Total :</b>						<b>750.00</b>
171315	5/31/2018	cbc#8308 HOME EXPO FINANCIAL	00540120		CLOSING BILL CREDITS 520-2450-232	121.31
<b>Total :</b>						<b>121.31</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171316	5/31/2018	cbc2525 ILA, MELINA	00461058		CLOSING BILL CREDIT 520-2450-232	33.82 <b>Total : 33.82</b>
171317	5/31/2018	046663 INFOSEND INC.	136785	017724	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	5,286.24 <b>Total : 5,286.24</b>
171318	5/31/2018	034540 INTERNATIONAL ASSOCIATION	1525893- 2018		DEV SVCS- MEMBERSHIP RENEWAL 100-6300-6302-2270-0000-000	300.00 <b>Total : 300.00</b>
171319	5/31/2018	cbc2526 JACOBS DEVELOPMENT CO	00610440		CLOSING BILL CREDIT 520-2450-232	113.23 <b>Total : 113.23</b>
171320	5/31/2018	061335 JAMS, INC.	0004360396B-100		W- MEDIATION COSTS- FONTANA LITIGATION 521-8100-8101-2350-0000-000	1,531.25 <b>Total : 1,531.25</b>
171321	5/31/2018	094167 JETPAY CORPORATION	2019779	017984	C/S- ELECTRONIC COLLECTION SERVICES 100-6040-6042-2670-0000-000	14,817.70 <b>Total : 14,817.70</b>
171322	5/31/2018	092166 K H METALS AND SUPPLY	0434983-IN 0436483-IN	054355 054355	W- HARDWARE SUPPLIES 521-8100-8101-2301-0000-000 ELEC- HARDWARE SUPPLIES 520-8000-8004-2301-0921-000	101.50 42.51 <b>Total : 144.01</b>
171323	5/31/2018	cbc2522 KASHERSKY JR., JACK	00128330		CLOSING BILL CREDIT 520-2450-232	315.88 <b>Total : 315.88</b>
171324	5/31/2018	cbc2511 KOURKOS, SAMUEL	00270630		CLOSING BILL CREDIT 520-2450-232	67.35 <b>Total : 67.35</b>

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171325	5/31/2018	cbc2500 LARSON, CHRISTOPHER	01931700		CLOSING BILL CREDIT	
			01931720		521-2450-000	92.35
					CLOSING BILL CREDIT	
					520-2450-232	231.94
					<b>Total :</b>	<b>324.29</b>
171326	5/31/2018	061272 LEAGUE OF CALIFORNIA CITIES	06/14/18		REGIS. DINNER MEETING	
					100-6000-6000-2280-0000-105	40.00
					<b>Total :</b>	<b>40.00</b>
171327	5/31/2018	cbc2518 LOGIC PROPERTIES	00502190		CLOSING BILL CREDIT	
					520-2450-232	128.08
					<b>Total :</b>	<b>128.08</b>
171328	5/31/2018	041927 LOU'S TIRE SERVICE	85639	054358	AUTOMOTIVE TIRES	
					608-6150-8700-2210-8200-000	28.62
					<b>Total :</b>	<b>28.62</b>
171329	5/31/2018	cbc2490 MAJORIE, KERSTIN	00283350		CLOSING BILL CREDIT	
					520-2450-232	73.20
					<b>Total :</b>	<b>73.20</b>
171330	5/31/2018	cbc2516 MALONE, ARACELI	00128120		CLOSING BILL CREDIT	
					520-2450-232	47.83
					<b>Total :</b>	<b>47.83</b>
171331	5/31/2018	cbc2515 MEBED, SALMA	00128145		CLOSING BILL CREDIT	
					520-2450-232	183.36
					<b>Total :</b>	<b>183.36</b>
171332	5/31/2018	cbc2491 MENDEZ, MAYRA	00284200		CLOSING BILL CREDIT	
					520-2450-232	89.78
					<b>Total :</b>	<b>89.78</b>
171333	5/31/2018	041081 MISSION LINEN SUPPLY & UNIFORM	507327750		W- UNIFORM RENTAL SERVICES	
			507374942	054359	521-8100-8101-1170-0000-000	220.00
				054359	W- UNIFORM RENTAL SERVICES	
					521-8100-8101-1170-0000-000	204.91

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171333	5/31/2018	041081	041081 MISSION LINEN SUPPLY & UNIFORM		(Continued)	
					<b>Total :</b>	<b>424.91</b>
171334	5/31/2018	cbc2489 MUNOZ, MAYRA	00350080		CLOSING BILL CREDIT 520-2450-232	129.02
					<b>Total :</b>	<b>129.02</b>
171335	5/31/2018	cbc2488 MY PERFECT NUTRITION	01980840		CLOSING BILL CREDIT 520-2450-232	364.33
					<b>Total :</b>	<b>364.33</b>
171336	5/31/2018	092924 NATIONAL FIRE PROTECTION ASSOC	7243435X		DEV SVCS- MEMBERSHIP RENEWAL 100-6300-6302-2270-0000-000	175.00
					<b>Total :</b>	<b>175.00</b>
171337	5/31/2018	092418 NATIONWIDE POWER	405235		I.S.- SEALED LEAD ACID BATTERIES	
				017548	606-6040-6044-2240-0000-000	2,276.23
					606-6040-6044-2240-0000-000	155.00
			405497		I.S.- BATTERY INSTALLATION	
				017548	606-6040-6044-2240-0000-000	960.00
					<b>Total :</b>	<b>3,391.23</b>
171338	5/31/2018	060682 NERIO, JOE	REBATE- DISHWASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00
					<b>Total :</b>	<b>75.00</b>
171339	5/31/2018	cbc2483 NUNEZ, DOMANIQUE	00282900		CLOSING BILL CREDIT 520-2450-232	168.83
					<b>Total :</b>	<b>168.83</b>
171340	5/31/2018	045033 OFFICE DEPOT	134794008001		HR- OFFICE SUPPLIES	
				054363	100-6030-6030-2300-0000-000	18.31
					<b>Total :</b>	<b>18.31</b>
171341	5/31/2018	048617 ORTIZ, VICTOR	TUIT REIMB 17/18		PW- TUITION REIMBURSEMENT 100-6150-6151-1160-0000-000	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
171342	5/31/2018	060227 OWENS, JOSEPH	OPT 17/19		ELEC- OPTICAL REIMBURSEMENT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171342	5/31/2018	060227 OWENS, JOSEPH	(Continued)		520-8000-8004-1101-0926-000	159.25
					<b>Total :</b>	<b>159.25</b>
171343	5/31/2018	093839 P & P UNIFORMS	413957/4	054364	PD- UNIFORM (J. HANNA) 100-6070-6071-1170-0000-000	299.48
			414281/4	054364	PD- UNIFORM (K. SMITH) 100-6070-6071-1170-0000-000	219.80
			414410/4	054364	PD- UNIFORM (K. SMITH) 100-6070-6071-1170-0000-000	219.80
			414573/4	054364	PD- UNIFORM (B. BULRICE) 100-6070-6071-1170-0000-000	204.68
			414574/4	054364	PD- GEAR (B. BULRICE) 100-6070-6071-1180-0000-000	511.70
					<b>Total :</b>	<b>1,455.46</b>
171344	5/31/2018	cbc2514 PEARCH, DEANA	02001091		CLOSING BILL CREDIT 520-2450-232	267.30
					<b>Total :</b>	<b>267.30</b>
171345	5/31/2018	cbc2494 PEREZ, KARINA	00840041		CLOSING BILL CREDIT 520-2450-232	52.23
					<b>Total :</b>	<b>52.23</b>
171346	5/31/2018	cbc2504 POST, STEPHANIE	00850328		CLOSING BILL CREDIT 520-2450-232	151.13
					<b>Total :</b>	<b>151.13</b>
171347	5/31/2018	cbc#9603 PROFESSIONAL PROPERTY MGMT	00510290		CLOSING BILL CREDIT 520-2450-232	151.52
					<b>Total :</b>	<b>151.52</b>
171348	5/31/2018	093060 PROTECTION ONE ALARM MONITORIN	122592939	017914	PD- ELECTRONIC SECURITY SYSTEM 100-6070-6071-2350-0000-000	371.33
					<b>Total :</b>	<b>371.33</b>
171349	5/31/2018	014316 PRUDENTIAL OVERALL SUPPLY	22613810	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000	249.10

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171349	5/31/2018	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22613812	054391	520-8000-8002-2301-0921-000 ELEC- UNIFORM RENTAL SERVICES	12.65
			22613825	054391	520-8000-8003-1170-0926-000 ELEC- UNIFORM RENTAL SERVICES	170.12
				054391	520-8000-8009-2225-0548-000	72.30
					<b>Total :</b>	<b>504.17</b>
171350	5/31/2018	016168 RAINBOW BOLT & SUPPLY	N327370-IN		ELEC- HARDWARE SUPPLIES	
				017833	520-8000-8004-2301-0921-000	39.67
					<b>Total :</b>	<b>39.67</b>
171351	5/31/2018	cbc2510 REZA, LUCIO	00230290		CLOSING BILL CREDIT	
					520-2450-232	139.42
					<b>Total :</b>	<b>139.42</b>
171352	5/31/2018	cbc2277 RM II LLC	00970135		CLOSING BILL CREDIT	
					520-2450-232	83.70
					<b>Total :</b>	<b>83.70</b>
171353	5/31/2018	cbc2519 ROBERTS, HEATHER	00580595		CLOSING BILL CREDIT	
					520-2450-232	143.10
					<b>Total :</b>	<b>143.10</b>
171354	5/31/2018	cbc2501 ROBLES, RAUL	00491000		CLOSING BILL CREDIT	
					520-2450-232	10.55
					<b>Total :</b>	<b>10.55</b>
171355	5/31/2018	cbc2495 ROCHA-RUIZ, DOINCIA	00191760		CLOSING BILL CREDIT	
					520-2450-232	393.52
					<b>Total :</b>	<b>393.52</b>
171356	5/31/2018	061351 ROSS DRESS FOR LESS	REBATE- LED LIGHTING		LED RETRO FIT LIGHTING REBATE	
					526-8000-8037-2041-0930-010	6,363.70
					<b>Total :</b>	<b>6,363.70</b>
171357	5/31/2018	059512 SALAZAR, GEORGINA	REBATE- DISHWASHER		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	75.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171357	5/31/2018	059512 059512 SALAZAR, GEORGINA	(Continued)			<b>Total : 75.00</b>
171358	5/31/2018	cbc2502 SALDANA, ELISA	00800215		CLOSING BILL CREDIT 520-2450-232	82.84 <b>Total : 82.84</b>
171359	5/31/2018	003272 SAN BERNARDINO COUNTY	APRIL 18	017912	PD- COUNTY FORMS AND SUPPLIES 100-6070-6071-2300-0000-000	287.84
			FEB 18	017912	PD- COUNTY FORMS AND SUPPLIES 100-6070-6071-2300-0000-000	286.68
			MARCH 18	017912	PD- COUNTY FORMS AND SUPPLIES 100-6070-6071-2300-0000-000	71.80
					<b>Total :</b>	<b>646.32</b>
171360	5/31/2018	cbc2485 SANCHEZ, STEVEN	00261465		CLOSING BILL CREDIT 520-2450-232	160.68 <b>Total : 160.68</b>
171361	5/31/2018	092631 SANDLER BROS.	0208373-IN	018678	INV- RAGS 100-1500-000 100-1500-000	1,240.00 96.10 <b>Total : 1,336.10</b>
171362	5/31/2018	cbc2506 SANTIBANEZ, GISSEL	00780515		CLOSING BILL CREDIT 520-2450-232	100.39 <b>Total : 100.39</b>
171363	5/31/2018	cbc2523 SHIDLER DEVELOPMENT	00891575		CLOSING BILL CREDIT 520-2450-232	13.80 <b>Total : 13.80</b>
171364	5/31/2018	034686 SMITH, BILL	05/20-05/22/18		CM- PER DIEM/ MILEAGE (ICSC CONF) 100-6020-6020-2280-0000-000	263.41 <b>Total : 263.41</b>
171365	5/31/2018	092670 SO CAL LOCKSMITH	40489	054374	ELEC- LOCK PARTS AND SERVICES 520-8000-8003-2255-0592-100	16.06

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171365	5/31/2018	092670 092670 SO CAL LOCKSMITH			(Continued)	<b>Total : 16.06</b>
171366	5/31/2018	043156 SOUTH BAY FOUNDRY, INC	182841	017865	WW- MANHOLE STORM COVERS 522-8200-8200-2257-0000-000	404.07 <b>Total : 404.07</b>
171367	5/31/2018	025294 SOUTH COAST AIR QUALITY	3279569		W- GEN DIESEL AQMD FEES 521-8100-8101-2241-0000-000	406.79
			3279574		W- GEN DIESEL AQMD FEES 521-8100-8101-2241-0000-000	406.79
			3282085		W- EMISSIONS FEES 521-8100-8101-2241-0000-000	131.79
			3282103		W- EMISSIONS FEES 521-8100-8101-2241-0000-000	131.79
					<b>Total : 1,077.16</b>	
171368	5/31/2018	000234 SQUIRES LUMBER COMPANY	1134	054378	W- MAINTENANCE MATERIAL 521-8100-8101-2301-0000-000	42.77
			1169	054378	ELEC- MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	19.90
			1173	054378	W- MAINTENANCE MATERIAL 521-8100-8101-2301-0000-000	9.14
			1200	054378	WW- MAINTENANCE MATERIAL 522-8200-8200-2301-0000-000	4.30
			1229	054378	W- MAINTENANCE MATERIAL 521-8100-8101-2301-0000-000	60.30
					<b>Total : 136.41</b>	
171369	5/31/2018	cbc2493 STOCKWELL, RAQUEL	00260350		CLOSING BILL CREDIT 520-2450-232	48.87 <b>Total : 48.87</b>
171370	5/31/2018	cbc2507 STRUCTURED CAPITAL INC	00230330		CLOSING BILL CREDIT 520-2450-232	60.29 <b>Total : 60.29</b>
171371	5/31/2018	024139 SUN BADGE CO	382371	017901	PD- BADGE REPAIRS 100-6070-6071-2350-0000-000	114.44

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171371	5/31/2018	024139 SUN BADGE CO	(Continued) 382461	017901	PD- BADGE REPAIRS 100-6070-6071-2350-0000-000	140.30 <b>Total : 254.74</b>
171372	5/31/2018	cbc2484 SWEETIES FASHION	01911245		CLOSING BILL CREDIT 520-2450-232	1,722.55 <b>Total : 1,722.55</b>
171373	5/31/2018	cbc2505 TAFOYA, FRANCES	00300770		CLOSING BILL CREDIT 520-2450-232	48.08 <b>Total : 48.08</b>
171374	5/31/2018	cbc2524 TAYLOR, JORDAN	00880250		CLOSING BILL CREDIT 520-2450-232	229.53 <b>Total : 229.53</b>
171375	5/31/2018	093347 TEREX UTILITY INC.	90895605	018672	ELEC- PARTS AND REPAIRS 520-8000-8004-2210-0933-000	787.79 <b>Total : 787.79</b>
171376	5/31/2018	059602 THE STANDARD INSURANCE COMPANY	JUNE 18		VSP PLAN INSURANCE PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000	1,661.04 6.96 <b>Total : 1,668.00</b>
171377	5/31/2018	093146 TIME WARNER CABLE	0566386051218	017913	PD- CABLE SERVICE 100-6070-6071-2310-0000-000	292.08 <b>Total : 292.08</b>
171378	5/31/2018	cbc2497 TORRES, ERICA	00300640		CLOSING BILL CREDIT 520-2450-232	121.96 <b>Total : 121.96</b>
171379	5/31/2018	061334 VERIZON	180031070 180049074		PD- CELL TOWER DUMP 100-6070-6071-2310-0000-000 PD- CELL TOWER DUMP 100-6070-6071-2310-0000-000	150.00 260.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171379	5/31/2018	061334 061334 VERIZON	(Continued)			<b>Total : 410.00</b>
171380	5/31/2018	093406 VERIZON WIRELESS	9807112663	054385	I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	38.01 <b>Total : 38.01</b>
171381	5/31/2018	000750 WESCO DISTRIBUTION INC	628496	018596	ELEC INV- WIRE 520-1500-154	1,720.00 133.30
			635411	018596	ELEC- WIRE 520-1500-154	2,697.50 209.06
			647790	018596	ELEC INV- WIRE 520-1500-154	1,080.00 83.70
			655193	018661	ELEC INV- HARDWARE SUPPLIES 520-1500-154	977.25 75.74
			660192	018661	ELEC INV- HARDWARE SUPPLIES 520-1500-154	267.50 20.73
			672184	018661	ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154	1,050.00 81.38 <b>Total : 8,396.16</b>
171382	5/31/2018	002306 WILLDAN ENGINEERING	002-18888	017030	DEV SVCS- PLAN CHECK REVIEW 100-6300-6302-2350-0000-000	2,000.72 <b>Total : 2,000.72</b>
171383	5/31/2018	cbc2498 ZARATE, ANEL	00490975		CLOSING BILL CREDIT 520-2450-232	184.09 <b>Total : 184.09</b>
4433700	5/24/2018	035929 BANK OF AMERICA	STATE 5/24/18- SUPPL		STATE TAXES 5/24/18- SUPPLEMENTAL 762-2010-000	89.58 <b>Total : 89.58</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11980958	5/17/2018	048436 COLTON PUBLIC UTILITIES	11980958		ELECTRIC TIME OF USE BILLS 521-8100-8101-2320-0000-000	91,776.80 <b>Total : 91,776.80</b>
17081100	5/17/2018	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 0518			ELEC- MONTHLY COSTS & GAS SALES 520-8000-8006-2330-0555-400	43,372.00 <b>Total : 43,372.00</b>
17411600	5/17/2018	003755 SO CALIF PUBLIC POWER AUTH	MWD 0518		ELEC- MONTHLY ENERGY COSTS 520-8000-8006-2330-0555-530	32,709.00 <b>Total : 32,709.00</b>
17411700	5/17/2018	003111 SO CALIF PUBLIC POWER AUTH	ATSP 0518		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-540 520-8000-8006-2330-0555-600	100,700.00 -23,376.08 <b>Total : 77,323.92</b>
17411800	5/17/2018	060161 SO CALIF PUBLIC POWER AUTH	KBS 0518		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-540 520-8000-8006-2330-0555-600	52,800.00 -8,576.47 <b>Total : 44,223.53</b>
17412600	5/17/2018	003111 SO CALIF PUBLIC POWER AUTH	MAG F 0418		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-900	42,889.00 <b>Total : 42,889.00</b>
44031000	5/24/2018	035929 BANK OF AMERICA	FEDERAL 5/24/18		FEDERAL TAXES 762-2200-000	135,892.72 <b>Total : 135,892.72</b>
44045000	5/24/2018	035929 BANK OF AMERICA	STATE 05/24/18		STATE TAXES 762-2010-000	47,359.76 <b>Total : 47,359.76</b>
44308000	5/24/2018	035929 BANK OF AMERICA	FEDERAL 5/24/17-SUPP		FEDERAL TAXES 762-2200-000	61.88 <b>Total : 61.88</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155946048	5/18/2018	000901 EMPLOYMENT DEVELOPMENT DEPT	1ST QTR 2018		ADDITIONAL TAX FEES 100-6040-6041-2540-0000-000	54.76 <b>Total : 54.76</b>
665752418	5/24/2018	003772 STATE OF CALIFORNIA	PP 05/24/18		CHILD SUPPORT PAYMENTS 762-2150-000	2,330.37 <b>Total : 2,330.37</b>
700391869	5/17/2018	058819 CALIFORNIA INDEPENDENT	2018051531-38380569		ELECTRIC TRANSMISSION SERVICE 520-7907-000 520-8000-8006-2330-0555-710	6,344.90 -3,766.96 <b>Total : 2,577.94</b>

138 Vouchers for bank code : boa

**Bank total : 635,876.39**

138 Vouchers in this report

**Total vouchers : 635,876.39**



Stacey Dabbs  
Finance Director



Aurelio De La Torre  
City Treasurer

vchlist

06/07/2018

3:43:22PM

Voucher List  
City of Colton

Page: 1

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
13000	5/22/2018	003111 SO CALIF PUBLIC POWER AUTH	MAG 0518		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-900	165,876.00
					<b>Total :</b>	<b>165,876.00</b>
14000	5/22/2018	003834 SO CALIF PUBLIC POWER AUTH	MP 0518		ELEC- MONTHLY TRANSMISSION COSTS 520-8000-8006-2330-0555-700	7,346.00
					<b>Total :</b>	<b>7,346.00</b>
15000	5/22/2018	003833 SO CALIF PUBLIC POWER AUTH, %US BANK / MA 0518			ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	53,804.00
					<b>Total :</b>	<b>53,804.00</b>
16000	5/22/2018	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE PV 0518			ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-200	63,550.00
					<b>Total :</b>	<b>63,550.00</b>
50000	5/22/2018	003934 U S DEPARTMENT OF ENERGY	GG1947W0418		ELEC- INTERTIE POWER SYSTEM 520-8000-8006-2330-0555-100	9,266.31
					<b>Total :</b>	<b>9,266.31</b>
171384	6/7/2018	000788 AT & T	2657164720	017665	ELEC- FRAME CIRCUIT CHARGES 520-8000-8009-2225-0548-000	447.21
					<b>Total :</b>	<b>447.21</b>
171385	6/7/2018	093665 AAA ELECTRIC MOTOR SALES & SER	RSI-2552	017629	BM- A/C PARTS 605-6150-6211-2250-6211-000	95.49
					<b>Total :</b>	<b>95.49</b>
171386	6/7/2018	094235 AFTERMATH SERVICES LLC	JC2018-0173	018738	PD- HAZARDOUS CLEAN UP 100-6070-6071-2350-0000-000	245.00
					<b>Total :</b>	<b>245.00</b>
171387	6/7/2018	092430 ALLIANCE BUS LINES INC.	58692	018557	C. CARE- BUS TRANSPORTATION 206-7200-7203-2350-0000-000	750.12
					<b>Total :</b>	<b>750.12</b>
171388	6/7/2018	020563 ALLIED REFRIGERATION	524133		BM- COOLANT SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171388	6/7/2018	020563 ALLIED REFRIGERATION	(Continued)			
			524346	017631	605-6150-6211-2250-6211-000 BM- COOLANT SUPPLIES	135.43
			524353	017631	605-6150-6211-2250-6211-000 BM- COOLANT SUPPLIES	22.36
				017631	605-6150-6211-2250-6211-000	39.44
					<b>Total :</b>	<b>197.23</b>
171389	6/7/2018	026370 ALLSTAR FIRE EQUIPMENT INC	207245		FIRE- SAFETY GEAR AND SUPPLIES	
			207373	017733	100-6090-6091-1180-0000-000	153.78
				017733	FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	410.47
					<b>Total :</b>	<b>564.25</b>
171390	6/7/2018	061342 ALONSO, EVANIVALDO	REBATE- WASHER/FRIDG		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	150.00
					<b>Total :</b>	<b>150.00</b>
171391	6/7/2018	047771 AMERICAN PLANNING ASSOCIATION	005126		DEV SVCS- MEMBERSHIP DUES 100-1990-000	771.00
					<b>Total :</b>	<b>771.00</b>
171392	6/7/2018	094108 AMERON POLE PRODUCTS	111146		ELEC INV- COVER PLATES	
				018644	520-1500-154	640.00
					520-1500-154	44.95
					<b>Total :</b>	<b>684.95</b>
171393	6/7/2018	093989 ANIXTER POWER SOLUTIONS INC.	3848067-00		ELEC- ELECTRIC POLES	
				018545	520-1500-154	7,706.00
			3865068-00		520-1500-154	597.22
				018584	ELEC INV- WIRE REELS 520-1500-154	7,359.00
			3865069-00		520-1500-154	622.79
				018584	ELEC INV- WIRE REELS 520-1500-154	6,028.00
			3865069-01		520-1500-154	467.17
					ELEC-- WIRE REELS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171393	6/7/2018	093989 ANIXTER POWER SOLUTIONS INC.	(Continued)			
				018584	520-1500-154	1,022.40
			3876154-00		520-1500-154	79.24
					ELEC INV- HARDWARE SUPPLIES	
				018637	520-1500-154	5,956.20
			3876154-01		520-1500-154	461.61
					ELEC INV- HARDWARE SUPPLIES	
				018637	520-1500-154	275.24
					520-1500-154	21.33
			3876154-02		ELEC INV- HARDWARE SUPPLIES	
				018637	520-1500-154	314.56
					520-1500-154	24.38
					<b>Total :</b>	<b>30,935.14</b>
171394	6/7/2018	029476 APARICIO, GENEVIEVE	MAY 18			
				018457	COMM SVC- CONTRACT INSTRUCTOR	
					100-6200-6202-2350-0000-000	71.50
					<b>Total :</b>	<b>71.50</b>
171395	6/7/2018	044127 AQUARIUM OF THE PACIFIC	9413			
				018451	C. CARE- PRESCHOOL FIELD TRIP	
					206-7200-7203-2304-0000-000	229.00
					<b>Total :</b>	<b>229.00</b>
171396	6/7/2018	038630 ARELLANO, MARGARET	1090751.015			
					REFUND CLEANING DEPOSIT	
					100-6747-000	200.00
					<b>Total :</b>	<b>200.00</b>
171397	6/7/2018	046028 AT & T	9391054753-05/18			
				054319	ELEC- TELEPHONE SERVICES	
			9391054755-05/18		520-8000-8024-2310-0930-200	20.20
					ELEC- TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.20
			9391054763-05/18		FIRE- TELEPHONE SERVICES	
				054319	100-6090-6091-2310-0000-000	20.26
			9391054769- 05/18		ELEC- TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.29
			9391054770-05/18		ELEC- TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	1.35
			9391054788-05/18		TELEPHONE SERVICES	

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171397	6/7/2018	046028 AT & T	(Continued)			
			9391054798-05/18	054319	520-8000-8009-2225-0548-000 ELEC- TELEPHONE SERVICES	227.44
			9391054803-05/18	054319	520-8000-8024-2310-0930-200 COMM SVCS- TELEPHONE SERVICES	20.20
			9391054805-0518	054319	100-6200-6250-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	40.50
			9391054943-05/18	054319	100-6200-6250-2310-0000-000 ELEC- TELEPHONE SERVICES	20.20
			9391054951-05/18	054319	520-8000-8024-2310-0930-200 I.S.- TELEPHONE SERVICES	20.18
			9391054979-0518	054319	606-6040-6044-2310-0000-000 C. CARE- TELEPHONE SERVICES	403.92
			9391054984-05/18	054319	206-7200-7202-2310-0000-000 I.S.- TELEPHONE SERVICES	17.44
			9391054987-05/18	054319	606-6040-6044-2310-0000-000 I.S.- TELEPHONE SERVICES	20.81
			9391054992-05/18	054319	606-6040-6044-2310-0000-000 TELEPHONE SERVICES	105.26
			9391055038-0518	054319	520-8000-8001-2310-0930-200 C. CARE- TELEPHONE SERVICES	283.73
				054319	206-7200-7202-2310-0000-000	10.13
			9391055046-05/18	054319	206-7200-7203-2310-0000-000 ELEC- TELEPHONE SERVICES	10.14
			9391055057-05/18	054319	520-8000-8024-2310-0930-200 ELEC- TELEPHONE SERVICES	20.22
			9391055106-05/18	054319	520-8000-8024-2310-0930-200 I.S.- TELEPHONE SERVICES	20.18
			9391055158-05/18	054319	606-6040-6044-2310-0000-000 PD- TELEPHONE SERVICES	117.22
			9391055165-05/18	054319	100-6070-6071-2310-0000-000 C. CARE- TELEPHONE SERVICES	20.22
			9391055169-04/18-2	054319	206-7200-7202-2310-0000-000 ELEC- TELEPHONE SERVICES	205.09
			9391055175-05/18	054319	520-8000-8024-2310-0930-200 COMM SVCS- TELEPHONE SERVICES	38.80
				054319	100-6200-6202-2310-0000-000	20.26

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171397	6/7/2018	046028 AT & T	(Continued)			
			9391055180-05/18	054319	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.20
			9391055262-05/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	1,199.14
			9391055270-04/18-2	054319	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.23
			9391055392-05/18	054319	TELEPHONE SERVICES 520-8000-8001-2310-0930-200	99.08
			9391055462-05/18	054319	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	224.94
			9391057038-05/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	330.23
			9391059094-05/18	054319	TELEPHONE SERVICES 520-8000-8009-2225-0548-000	6,272.77
					<b>Total :</b>	<b>9,870.83</b>
171398	6/7/2018	092211 AT & T SOLUTIONS	2734371400		ELEC- WAN MODEM SERVICE 520-8000-8009-2225-0548-000	199.32
			2748371404	017764	ELEC- WAN MODEM SERVICE 520-8000-8001-2310-0930-200	148.00
					<b>Total :</b>	<b>347.32</b>
171399	6/7/2018	094155 AT&T	157516615		C. CARE- INTERNET SERVICE 206-7200-7202-2310-0000-000	65.07
				017737	206-7200-7203-2310-0000-000	65.06
					<b>Total :</b>	<b>130.13</b>
171400	6/7/2018	094155 AT&T	157516614-05/18		COMM SVCS- INTERNET SERVICE 100-6200-6202-2310-0000-000	105.88
					<b>Total :</b>	<b>105.88</b>
171401	6/7/2018	094159 ATHLANTA VILLAGRANA	MAY 2018		COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	1,103.20
				017848		
					<b>Total :</b>	<b>1,103.20</b>
171402	6/7/2018	092800 AUTOMATIONDIRECT.COM	8833960		ELEC- HARDWARE PARTS	

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171402	6/7/2018	092800 AUTOMATIONDIRECT.COM	(Continued)			
				017673	520-8000-8009-2225-0548-000	6,145.50
					<b>Total :</b>	<b>6,145.50</b>
171403	6/7/2018	094211 AXCESS DOOR CORP.	2689		BM- PANIC DEVICE AT FIRE STATION	
				018697	605-6150-6211-2250-6091-000	417.00
					605-6150-6211-2250-6091-000	11.63
					<b>Total :</b>	<b>428.63</b>
171404	6/7/2018	094127 BARR DOOR	29450		BM- AUTOMOTIC DOOR	
				018505	100-1000-1000-2250-0000-000	8,198.10
					<b>Total :</b>	<b>8,198.10</b>
171405	6/7/2018	060532 BAUTISTA, MARIANO	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
171406	6/7/2018	094086 BC TRAFFIC SPECIALIST	0026533-IN		ST- STREET SIGNAGE	
			0026535-IN	018552	218-1812-6150-3890-0000-000	402.47
			0026646-IN	018552	ST- STREET SIGNAGE	
				018552	218-1812-6150-3890-0000-000	154.03
				018552	ST- STREET SIGNAGE	
					218-1812-6150-3890-0000-000	122.51
					<b>Total :</b>	<b>679.01</b>
171407	6/7/2018	061274 BENITEZ, MICHELLE	MILEAGE- APRIL 18		C. CARE- MILEAGE REIMBURSEMENT	
			MILEAGE- MAY 18		206-7200-7202-2280-0000-000	26.70
					C. CARE- MILEAGE REIMBURSEMENT	
					206-7200-7202-2280-0000-000	31.71
					<b>Total :</b>	<b>58.41</b>
171408	6/7/2018	046228 BIG MIKE'S ROOTER & PLUMBING,, INC	51214		BM- PLUMBING SERVICES	
			51455	018020	605-6150-6211-2350-0000-000	127.50
				018020	BM- PLUMBING SERVICES	
					605-6150-6211-2350-0000-000	127.50
					<b>Total :</b>	<b>255.00</b>
171409	6/7/2018	092968 BLAIS & ASSOCIATES	04-2018-CL1		CM- GRANT SUPPORT SERVICES	

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171409	6/7/2018	092968 BLAIS & ASSOCIATES	(Continued)			
				017890	100-6020-6020-2350-0000-000	1,937.68
					<b>Total :</b>	<b>1,937.68</b>
171410	6/7/2018	093892 BRITTEN BANNER SAVER NC.	18048931.01		COMM SVCS- BANNER BRACKETS	
				054400	762-2314-000	1,887.00
					762-2314-000	132.68
					762-2210-000	-132.68
					<b>Total :</b>	<b>1,887.00</b>
171411	6/7/2018	045069 CALIFORNIA PARKS & REC SOCIETY	67		COMM SVCS- REGIS. FACILITY MANAGERS FORUM	
					100-6200-6202-2280-0000-000	20.00
					<b>Total :</b>	<b>20.00</b>
171412	6/7/2018	093964 CARQUEST OF COLTON	14921-73720		INV- AUTO PARTS	
				018736	100-1510-000	73.76
					100-1510-000	5.80
					<b>Total :</b>	<b>79.56</b>
171413	6/7/2018	060074 CASTANON, RUDY	RECERT- GRADE III		REIMBURSE RECERT FEES	
					522-8200-8200-1161-0000-000	150.00
					<b>Total :</b>	<b>150.00</b>
171414	6/7/2018	061350 CAUDLE, CHITARA	1090376.015		REFUND CLEANING DEPOSIT	
					100-6747-000	200.00
					<b>Total :</b>	<b>200.00</b>
171415	6/7/2018	061345 CHARBONNEAU, ROXANNE	REBATE- WASHER		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	75.00
					<b>Total :</b>	<b>75.00</b>
171416	6/7/2018	093630 CIVICPLUS MARKETING	169899		I.S.- SSL RENEWAL	
				018629	606-6040-6044-2315-0000-000	62.50
			170027		I.S.- WEBSITE MAINTENANCE	
				018629	606-6040-6044-2315-0000-000	7,569.91
			172924		I.S.- RENEWAL FEES	
				018629	606-6040-6044-2315-0000-000	112.92

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171416	6/7/2018	093630 093630 CIVICPLUS MARKETING				
					(Continued)	
					<b>Total :</b>	<b>7,745.33</b>
171417	6/7/2018	001230 COLTON CHAMBER OF COMMERCE	2750		ECON DEV- CONTRACTED SERVICES 100-6020-9050-2350-0000-000	3,750.00
					<b>Total :</b>	<b>3,750.00</b>
171418	6/7/2018	046498 COLTON CITY SCHOOLS	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-001	5,100.00
					<b>Total :</b>	<b>5,100.00</b>
171419	6/7/2018	031653 CONFIRE JPA	2018074	017783	FIRE- CONFIRE SERVICES 100-6090-6091-2350-0000-000	14,506.52
					<b>Total :</b>	<b>14,506.52</b>
171420	6/7/2018	092610 CORE & MAIN	1843263	018625	W. INV- FIRE HYDRANTS 521-1500-000	9,793.78
				018625	521-1500-000	760.47
					521-1500-000	18.75
					<b>Total :</b>	<b>10,573.00</b>
171421	6/7/2018	039586 CORONA COATINGS CORP	1419	018559	BM- NEW ROOF INSTALLATION 605-6150-6211-4950-0000-000	16,786.00
					<b>Total :</b>	<b>16,786.00</b>
171422	6/7/2018	027761 CUTTING EDGE SUPPLY	COLORD079404	018704	AUTO PARTS 608-6150-8700-2210-6160-000	16.73
					608-6150-8700-2210-6160-000	1.29
					<b>Total :</b>	<b>18.02</b>
171423	6/7/2018	003952 DAILY JOURNAL CORP	B3095842		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6301-2340-0000-000	222.20
			B3121211		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6301-2340-0000-000	180.40
			B3134579		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	58.28
			B3135751		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6301-2340-0000-000	237.60

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Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171423	6/7/2018	003952	003952 DAILY JOURNAL CORP			
171424	6/7/2018	061348	DAVIS, PAT		(Continued)	
					REBATE- A/C TUNE UP	
						<b>Total : 698.48</b>
171425	6/7/2018	093850	DEPT OF FORESTRY AND, FIRE PROTECTION 151011		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	79.00
						<b>Total : 79.00</b>
171426	6/7/2018	093727	DETECTOR ELECTRONICS CORP.	18105648	FIRE- CALFIRE WILDLAND SERVICES 100-6090-6091-2350-0000-000	30,658.26
				018735		<b>Total : 30,658.26</b>
171427	6/7/2018	024265	DISCOUNT SCHOOL SUPPLY	W30923000105	ELEC- PARTS AND SUPPLIES 520-8000-8009-2225-0548-000	2,371.72
				W31072790101		<b>Total : 2,371.72</b>
				W31083800101		
				018245	C. CARE- INSTRUCTIONAL SUPPLIES 206-7200-7203-2304-0000-000	127.98
				018245	C. CARE- INSTRUCTIONAL SUPPLIES 206-7200-7203-2304-0000-000	164.22
				018242	C. CARE- INSTRUCTIONAL SUPPLIES 206-7200-7202-2304-0000-000	267.27
171428	6/7/2018	032006	DOOLEY ENTERPRISES, INC	55265		<b>Total : 559.47</b>
				018667	PD- AMMUNITION 100-6070-6071-1180-0000-000	3,795.00
				018667	100-6070-6071-1180-0000-000	547.54
					100-6070-6071-1180-0000-000	3,270.00
						<b>Total : 7,612.54</b>
171429	6/7/2018	046396	DUDEK & ASSOCIATES, INC.	20178449	DEV SVCS- ENVIRONMENTAL SERVICES 762-2330-000	16,102.38
				20182678	DEV SVCS- ENVIRONMENTAL SERVICES 762-2323-000	10,192.83
				054395		<b>Total : 26,295.21</b>
171430	6/7/2018	033495	ELECTRONICS WAREHOUSE	T-177219	ELEC- ELECTRICAL SUPPLIES 520-8000-8005-2301-0930-200	234.90
				T-177266	ELEC- ELECTRICAL SUPPLIES 520-8000-8005-2301-0930-200	120.39
				054332		
				054332		

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171430	6/7/2018	033495	033495 ELECTRONICS WAREHOUSE			
			(Continued)			
					<b>Total :</b>	<b>355.29</b>
171431	6/7/2018	092862	ELLIOTT'S PET EMPORIUM			
			05/15/18			
				017617	COMM SVCS- FOOD FOR REPTILES 100-6200-6213-2301-0000-000	85.06
					<b>Total :</b>	<b>85.06</b>
171432	6/7/2018	093755	ELOGGER INC.			
			2216			
				017838	ELEC- ANNUAL SUPPORT SERVICE 520-8000-8009-2225-0548-000	5,892.12
					<b>Total :</b>	<b>5,892.12</b>
171433	6/7/2018	059689	ENGLE, JONATHON			
			06/18-06/20/18			
					FIRE- PER DIEM (BULK STORAGE RESPONSE) 100-6090-6091-1160-0000-000	206.00
					<b>Total :</b>	<b>206.00</b>
171434	6/7/2018	094073	ENVIRO-MASTER			
			SB255693			
			SB855386	017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	425.00
			SB856636	017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	95.00
				017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	95.00
					<b>Total :</b>	<b>615.00</b>
171435	6/7/2018	043586	ESPINOZA, GRASIELA			
			REBATE- BOX FAN			
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	25.00
					<b>Total :</b>	<b>25.00</b>
171436	6/7/2018	093928	FLYERS ENERGY, LLC			
			18-698971			
				054335	INV- FUEL 100-1530-000	18,426.57
					<b>Total :</b>	<b>18,426.57</b>
171437	6/7/2018	094050	FRONTIER COMMUNICATIONS			
			8845048-05/18			
				017666	ELEC- TELEPHONE LINE/MODEM 520-8000-8024-2310-0930-200	60.40
					<b>Total :</b>	<b>60.40</b>
171438	6/7/2018	093986	FUN EXPRESS, LLC			
			689944282-01			
				017896	COMM SVCS- EVENT SUPPLIES 100-6200-6212-2301-0000-000	106.85
				017896	100-6200-6215-2301-0000-000	182.96
					100-6200-6215-2301-0000-000	22.46

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171438	6/7/2018	093986 FUN EXPRESS, LLC	(Continued)		762-2210-000	-22.46
					<b>Total :</b>	<b>289.81</b>
171439	6/7/2018	017955 GALLS, LLC	BC0602962	054337	FIRE- UNIFORM (S. SANDS)	
			BC0603079	054337	100-6090-6091-1170-0000-000	384.30
			BC0607006	054337	FIRE- UNIFORM (J. TOOLEY)	
				054337	100-6090-6091-1170-0000-000	360.50
				054337	FIRE- SAFETY BOOTS (J. ENGLE)	
					100-6090-6091-1180-0000-000	253.00
					<b>Total :</b>	<b>997.80</b>
171440	6/7/2018	000230 GAS COMPANY	057-321-7100-3-0518		BM- GAS SERVICES	
			059-421-7122-3-0518	054338	605-6150-6211-2320-0000-000	10.43
			063-621-7100-8-0518	054338	BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	7.18
				054338	BM- GAS SERVICES	
					605-6150-6211-2320-0000-000	2.84
					<b>Total :</b>	<b>20.45</b>
171441	6/7/2018	042921 GIGATRON SOFTWARE CORP	13834		PD- STENOCAT REPORTER SUBSCRIP	
			13835	018714	100-6070-6071-2315-0000-000	724.00
					100-6070-6071-2315-0000-000	56.11
				018714	PD- STENOCAT REPORTER SUBSCRIP	
					100-1990-000	724.00
					100-1990-000	56.11
					<b>Total :</b>	<b>1,560.22</b>
171442	6/7/2018	093069 GLOBALSTAR USA	1.9340286		FIRE- SATTELITE PHONE SERVICE	
				017775	100-6090-6094-2310-0000-000	666.87
					<b>Total :</b>	<b>666.87</b>
171443	6/7/2018	042355 GONZALES, LARISSA	00331660		C/S- REFUND DEPOSIT	
					520-2450-232	520.00
					<b>Total :</b>	<b>520.00</b>
171444	6/7/2018	000159 GRAINGER, INC	9785661167		ELEC- INDUSTRIAL SUPPLIES	

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171444	6/7/2018	000159 GRAINGER, INC	(Continued)			
				017770	520-8000-8009-2225-0548-000	1,813.04
					<b>Total :</b>	<b>1,813.04</b>
171445	6/7/2018	093952 GREEN ACRES ADVERTISING DESIGN	3818		ELEC- MARKETING SERVICES	
				018128	526-8000-8035-2350-0923-000	1,833.34
				018128	526-8000-8037-2350-0923-000	1,833.34
				018128	526-8000-8038-2350-0923-000	1,833.32
					<b>Total :</b>	<b>5,500.00</b>
171446	6/7/2018	060765 GUPTA, BHAKTI	REBATE- TOILET		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	100.00
					<b>Total :</b>	<b>100.00</b>
171447	6/7/2018	082768 HAIG, ANTHONY J	MAY 18		COMM SVCS- CONTRACT INSTRUCTOR	
				017979	100-6200-6202-2350-0000-000	96.00
					<b>Total :</b>	<b>96.00</b>
171448	6/7/2018	061346 HERNANDEZ, GREGORIO	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	750.00
					<b>Total :</b>	<b>750.00</b>
171449	6/7/2018	060774 HERNANDEZ, RAMON	03/25-03/29/18		DEV SVCS- FLIGHT CHANGE (CALBO CONF)	
					100-6300-6302-2280-0000-000	50.00
					<b>Total :</b>	<b>50.00</b>
171450	6/7/2018	025906 HOME DEPOT	2071493		ELEC- HARDWARE SUPPLIES	
			4023866	054344	520-8000-8005-2301-0930-200	87.66
			4041704	054343	100-6200-6209-2301-0000-000	573.79
				054343	100-6200-6209-2301-0000-000	206.62
					<b>Total :</b>	<b>868.07</b>
171451	6/7/2018	025906 HOME DEPOT	1581600		ELEC- HARDWARE SUPPLIES	
			2042688	017691	520-8000-8009-2225-0548-000	69.08
				017691	520-8000-8009-2225-0548-000	138.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171451	6/7/2018	025906 HOME DEPOT	(Continued) 5594479			
			8020779	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	174.70
				017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	193.58
					<b>Total :</b>	<b>576.16</b>
171452	6/7/2018	037218 HOSE MAN	6199944-0001-06			
				054348	AUTO- HOSE REPAIRS 608-6150-8700-2210-8000-000	50.52
					<b>Total :</b>	<b>50.52</b>
171453	6/7/2018	094252 JX3	06/29/18			
				018686	COMM SVCS- MUSIC PERFORMANCE 100-6200-6214-2350-0000-000	669.00
					<b>Total :</b>	<b>669.00</b>
171454	6/7/2018	093456 KROGER	0318067404			
			0418067522	017705	Food and related supplies 206-7200-7202-2305-0000-000	80.72
			0418067958	017705	C. CARE- FOOD AND RELATED SUPPLIES 206-7200-7202-2305-0000-000	221.33
				017705	C. CARE- FOOD AND RELATED SUPPLIES 206-7200-7202-2305-0000-000	91.86
					<b>Total :</b>	<b>393.91</b>
171455	6/7/2018	023087 LAKESHORE LIFESKILLS	1038220518			
			5061790518	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	42.29
			5061810518	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	801.15
			5236510518	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	1,116.50
				054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	62.95
					<b>Total :</b>	<b>2,022.89</b>
171456	6/7/2018	061347 LANGELIER, STEPHEN	REBATE- EVAP COOLER			
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	100.00
					<b>Total :</b>	<b>100.00</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171457	6/7/2018	039589 LAW ENFORCEMENT MEDICAL SERVIC	13678		PD- BLOOD DRAWS/SART KITS 100-6070-6071-2350-0000-000	629.00
				018442	<b>Total :</b>	<b>629.00</b>
171458	6/7/2018	094166 LLAMAS, ERNESTINA	MAY 2018		COMM SVC-CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	377.30
				017983	<b>Total :</b>	<b>377.30</b>
171459	6/7/2018	094216 LOPEZ, PAULINE	MAY 18		COMM SVCS- SR. HAIRCUTS CONTRACTOR 100-6200-6202-2350-0000-000	70.00
				018434	<b>Total :</b>	<b>70.00</b>
171460	6/7/2018	061145 LOZANO, VERONICA	REBATE- POOL PUMP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	500.00
					<b>Total :</b>	<b>500.00</b>
171461	6/7/2018	019009 LSA	159731		DEV SVCS- PROF SVCS- RECHE CANYON PLAZA 762-2329-000	5,795.00
				054398	<b>Total :</b>	<b>5,795.00</b>
171462	6/7/2018	093062 MALLORY SAFETY & SUPPLY LLC	4454237		FIRE- SAFETY SUPPLIES 100-6090-6091-1180-0000-000	118.03
				018447	<b>Total :</b>	<b>118.03</b>
171463	6/7/2018	092449 MANNING & KASS, ELLROD,RAMIREZ,TRESTI	531846 534529		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000 RISK- CLAIM EXPENSES 607-6040-8601-2290-0000-000	4,695.74 2,653.65
					<b>Total :</b>	<b>7,349.39</b>
171464	6/7/2018	047210 MAUREEN KANE & ASSOCIATES	06/19-06/22/18		C. CLERK- REGIS. CCAC TTC TRAINING 100-6010-6010-2280-0000-000	1,600.00
					<b>Total :</b>	<b>1,600.00</b>
171465	6/7/2018	093659 MAXIMUM TURBINE SUPPORT INC.	018553		ELEC- GAS TURBINE PARTS 520-8000-8009-2225-0548-000	1,549.34
				017662	<b>Total :</b>	<b>1,549.34</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171466	6/7/2018	094256 MICHAEL CHAVEZ	06/22/18		COMM SVCS- MUSIC PERFORMANCE	
				018706	100-6200-6214-2350-0000-000	769.00
					<b>Total :</b>	<b>769.00</b>
171467	6/7/2018	041081 MISSION LINEN SUPPLY & UNIFORM	507282115		PURCH- UNIFORM RENTAL SERVICES	
			507329606	054359	100-6040-6043-1170-0000-000	33.64
			507374936	054359	PURCH- UNIFORM RENTAL SERVICES	33.64
			507433335	054359	100-6040-6043-1170-0000-000	33.64
			507478482	054359	PURCH- UNIFORM RENTAL SERVICES	33.64
				054359	100-6040-6043-1170-0000-000	33.64
					<b>Total :</b>	<b>168.20</b>
171468	6/7/2018	061338 MONTELONGO, CHRISTINE	REBATE- DISHWASHER		ENERGY EFFICIENCY REBATE	
			REBATE- TOILETS		526-8000-8035-2041-0930-010	75.00
					WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	372.00
					<b>Total :</b>	<b>447.00</b>
171469	6/7/2018	092514 MUSCO SPORTS LIGHTING, LLC	308754		PARKS- PARTS AND EQUIPMENT	
				017639	100-6150-6205-2301-0000-000	1,275.00
					<b>Total :</b>	<b>1,275.00</b>
171470	6/7/2018	061344 NAJERA, ANNA	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	750.00
					<b>Total :</b>	<b>750.00</b>
171471	6/7/2018	093220 NESTLE WATERS NORTH AMERICA	18E0021202460		FIRE- BOTTLE WATER SERVICES	
				054360	100-6090-6091-2301-0000-000	215.44
					<b>Total :</b>	<b>215.44</b>
171472	6/7/2018	045033 OFFICE DEPOT	143170645001		C. COUNCIL- OFFICE SUPPLIES	
				054363	100-6000-6000-2300-0000-000	220.46
					<b>Total :</b>	<b>220.46</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171473	6/7/2018	058062 ORNELAS, YVETTE	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
171474	6/7/2018	049871 PEREZ, RONALD	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	79.00
					<b>Total :</b>	<b>79.00</b>
171475	6/7/2018	092540 PRAXAIR DISTRIBUTION	82988881		ELEC- VARIOUS GASES	
			82988883	017658	520-8000-8009-2225-0548-000	1,032.14
				017658	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	238.59
					<b>Total :</b>	<b>1,270.73</b>
171476	6/7/2018	014316 PRUDENTIAL OVERALL SUPPLY	22617339		ELEC- UNIFORM RENTAL SERVICES	
				054391	520-8000-8004-1170-0926-000	249.10
			22617341	054391	520-8000-8002-2301-0921-000	12.65
				054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8003-1170-0926-000	129.51
			22617356	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000	72.80
					<b>Total :</b>	<b>464.06</b>
171477	6/7/2018	061339 RADFORD, KAREN	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					<b>Total :</b>	<b>800.00</b>
171478	6/7/2018	093592 REYES, PAUL	MAY 18		COMM SVC- CONTRACT INSTRUCTOR	
				018101	100-6200-6202-2350-0000-000	119.00
					<b>Total :</b>	<b>119.00</b>
171479	6/7/2018	061343 REYNA, TITO	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	69.00
					<b>Total :</b>	<b>69.00</b>
171480	6/7/2018	060389 RIOS, RACHEL	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171480	6/7/2018	060389	060389 RIOS, RACHEL			
			(Continued)			
					<b>Total :</b>	<b>120.00</b>
171481	6/7/2018	093753	RIVERS AND LANDS CONSERVANCY			
			PHASE 2- 018-005		DEV SVCS- LEGAL/STAFF SVCS 100-6300-6301-2350-0000-000	477.73
			PHASE 2- 018-010		DEV SVCS- LEGAL/STAFF SVCS 100-6300-6301-2350-0000-000	692.78
					<b>Total :</b>	<b>1,170.51</b>
171482	6/7/2018	093911	RIVERSIDE COUNTY DEPARTMENT OF			
			AN0000001290			
				018096	PD- ANIMAL SHELTER SERVICES 100-6070-6071-2350-0000-000	14,212.50
					<b>Total :</b>	<b>14,212.50</b>
171483	6/7/2018	059756	ROBLES, RUFINA			
			1089233,015		REFUND CLEANING DEPOSIT 100-6747-000	200.00
					<b>Total :</b>	<b>200.00</b>
171484	6/7/2018	060322	RODRIGUEZ, DONALD			
			REBATE- SHOWERHEAD		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	25.00
					<b>Total :</b>	<b>25.00</b>
171485	6/7/2018	093193	SAMBA HOLDING			
			INV00075537			
				017801	ST- DRIVER'S LICENSE RUN CHECKS 210-6150-6160-2350-0000-000	83.00
					<b>Total :</b>	<b>83.00</b>
171486	6/7/2018	002041	SAN BERNARDINO & RIVERSIDE CTY			
			97327		Fire extinguisher services	
			97468	017774	100-6090-6091-2240-0000-000	45.00
				017774	Fire extinguisher services 100-6090-6091-2240-0000-000	55.79
					<b>Total :</b>	<b>100.79</b>
171487	6/7/2018	003799	SAN BERNARDINO COUNTY			
			21971- 1		PD- RADIO ACCESS SERVICE 100-6070-6071-2310-0000-000	10,564.58
			21971- 2	017908	PD- RADIO MAINTENANCE 100-6070-6071-2240-0000-000	1,091.87
			21971- 5	017907	PD- DISPATCH CONSOLE MAINT. 100-6070-6071-2240-0000-000	1,122.06
			21971- 6	017904	PD- COUNTY WAN CONNECTION 100-6070-6071-2310-0000-000	324.00
				017903		

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171487	6/7/2018	003799	003799 SAN BERNARDINO COUNTY			
			(Continued)			
					<b>Total :</b>	<b>13,102.51</b>
171488	6/7/2018	015748	SAN BERNARDINO COUNTY			
			21971- 3 & 4			
				017905	PD- SHERIFF'S AUTO SYSTEM 100-6070-6071-2350-0000-000	503.09
					<b>Total :</b>	<b>503.09</b>
171489	6/7/2018	024945	SAN BERNARDINO COUNTY			
			COL418CC			
				017970	STORM W- HOUSEHOLD HAZARDOUS 722-6150-8215-2241-0000-000	17,345.46
					<b>Total :</b>	<b>17,345.46</b>
171490	6/7/2018	061337	SANCHEZ, DEBBY			
			REBATE- EVAP COOLER			
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	175.00
					<b>Total :</b>	<b>175.00</b>
171491	6/7/2018	093642	SHRED-IT USA INC.			
			8124750290			
				017909	PD- DOCUMENT DESTRUCTION SVCS 100-6070-6071-2350-0000-000	254.45
					<b>Total :</b>	<b>254.45</b>
171492	6/7/2018	046087	SIERRA VISTA BAPTIST CHURCH			
			85			
					C. CARE- PRESCHOOL LEASE 206-7200-7203-2421-0000-000	1,625.00
					<b>Total :</b>	<b>1,625.00</b>
171493	6/7/2018	093099	SKAPIK LAW GROUP			
			CLT-003M-68			
					W- LEGAL SERVICES- GROUNDWATER 521-8100-8101-2350-0000-000	8,432.00
					<b>Total :</b>	<b>8,432.00</b>
171494	6/7/2018	000224	SMART AND FINAL IRIS CO			
			37303			
			46926	054373	C. CARE- GROCERY ITEMS 206-7200-7202-2305-0000-000	266.27
			47401	054373	C. CARE- GROCERY SUPPLIES 206-7200-7203-2305-0000-000	111.76
				054373	COMM SVCS- GROCERY ITEMS 100-6200-6212-2301-0000-000	117.51
					<b>Total :</b>	<b>495.54</b>
171495	6/7/2018	025294	SOUTH COAST AIR QUALITY			
			3274769			
			3274770	017731	FIRE- AQMD FEES 100-6090-6091-2241-0000-000	128.61
				017731	FIRE- AQMD FEES 100-6090-6091-2241-0000-000	128.61

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171495	6/7/2018	025294	025294 SOUTH COAST AIR QUALITY		(Continued)	
					<b>Total :</b>	<b>257.22</b>
171496	6/7/2018	025294	SOUTH COAST AIR QUALITY		3276765	STORM W- HOT SPOTS FEE BILLING 722-6150-8215-2241-0000-000
						128.61
					3278233	STORM W- HOT SPOTS FEE BILLING 722-6150-8215-2241-0000-000
						128.61
					<b>Total :</b>	<b>257.22</b>
171497	6/7/2018	003763	SOUTHERN CALIFORNIA EDISON		7500894008	ELEC- DISTRIBUTION ACCESS TARIFF 520-8000-8006-2330-0555-700
						25,901.52
					<b>Total :</b>	<b>25,901.52</b>
171498	6/7/2018	000234	SQUIRES LUMBER COMPANY		1212	INV- TRASH CANS
				018688	100-1500-000	319.84
				891	100-1500-000	24.79
				018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	5.38
					<b>Total :</b>	<b>350.01</b>
171499	6/7/2018	002964	THE COUNSELING TEAM		53790	HR- PSYCHOLOGICAL ASSESSMENTS 100-6030-6030-2342-0000-000
				054327		500.00
					<b>Total :</b>	<b>500.00</b>
171500	6/7/2018	045823	THOMPSON COBURN LLP		APRIL 18	ELEC- VARIOUS LEGAL SERVICES 520-8000-8001-2350-0923-000
				017851		10,546.26
					<b>Total :</b>	<b>10,546.26</b>
171501	6/7/2018	093146	TIME WARNER CABLE		0160610050618	COMM SVCS- CABLE SERVICE 100-6200-6202-2310-0000-000
						65.47
					<b>Total :</b>	<b>65.47</b>
171502	6/7/2018	059530	T-MOBILE USA, INC		9316499218	PD- TOWER DUMP 100-6070-6071-2310-0000-000
						50.00
					<b>Total :</b>	<b>50.00</b>
171503	6/7/2018	061341	VALDEZ, ANTHONY		REBATE- DISHWASHER	ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010
						75.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171503	6/7/2018	061341 061341 VALDEZ, ANTHONY				
			(Continued)			
					<b>Total :</b>	<b>75.00</b>
171504	6/7/2018	058950 VASSANTACHART, DALE	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					<b>Total :</b>	<b>800.00</b>
171505	6/7/2018	092286 VERIZON WIRELESS	9807270668		ELEC- CELLULAR SERVICES 520-8000-8024-2310-0930-200	787.87
				017667		
					<b>Total :</b>	<b>787.87</b>
171506	6/7/2018	093406 VERIZON WIRELESS	9807485647		ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	522.33
			9807485651	054385	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	225.98
			9807485652	054385	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	752.18
			9807485653	054385	ELEC- CELLULAR SERVICES 520-8000-8009-2225-0548-000	432.59
			9807485654	054385	COMM SVCS- CELLULAR SERVICES 100-6200-6250-2310-0000-000	101.30
			9807485661	054385	100-6200-6202-2310-0000-000	261.12
			9807485662	054385	I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	158.03
			9807485665	054385	DEV SVCS- CELLULAR SERVICES 100-6300-6301-2310-0000-000	322.50
				054385	CM- CELLULAR SERVICES 100-6020-6020-2310-0000-000	66.32
					<b>Total :</b>	<b>2,842.35</b>
171507	6/7/2018	094185 WATER MANAGEMENT GROUP INC.	1802		W- IRRIGATION SYTEM EFFINCIENCY 521-8100-8110-2350-0000-000	2,775.00
			1803	018205	W- IRRIGATION SYTEM EFFINCIENCY 521-8100-8110-2350-0000-000	1,850.00
			1804	018205	W- IRRIGATION SYTEM EFFINCIENCY 521-8100-8110-2350-0000-000	3,100.00
				018205		
					<b>Total :</b>	<b>7,725.00</b>

Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171508	6/7/2018	048282 WEEMS, JUSTIN	06/18-06/20/18		FIRE- PER DIEM (BULK STORAGE RESPONSE) 100-6090-6091-1160-0000-000	206.00
					<b>Total :</b>	<b>206.00</b>
171509	6/7/2018	094257 WESTNET, INC.	24558	018707	FIRE- STATION ALERTING SYSTEM 100-6090-6091-3890-0000-000	14,195.82
					<b>Total :</b>	<b>14,195.82</b>
171510	6/7/2018	045690 WIRZ & COMPANY PRINTING	98829	054389	COMM SVCS- PRINTING SERVICES 100-6200-6202-2354-0000-000	51.72
					<b>Total :</b>	<b>51.72</b>
171511	6/7/2018	002761 XEROX CORPORATION	093111927	017800	C. CLERK- XEROX LEASE 100-6010-6010-2420-0000-000	840.29
					<b>Total :</b>	<b>840.29</b>
171512	6/7/2018	092891 ZOLL MEDICAL CORPORATION	2689831	017729	FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000	13.03
					<b>Total :</b>	<b>13.03</b>
1963000	5/24/2018	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 0518			ELEC- COSTS & GAS SALES 520-8000-8006-2330-0555-400	73,750.00
					<b>Total :</b>	<b>73,750.00</b>
1965000	5/24/2018	003756 CITY OF LOS ANGELES / DWP	GA191138		TRANSMISSION SVC & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96
					<b>Total :</b>	<b>6,322.96</b>
12005540	5/23/2018	048436 COLTON PUBLIC UTILITIES	12005540		ELECTRIC TOU BILLS 521-8100-8101-2320-0000-000	85,663.39
					<b>Total :</b>	<b>85,663.39</b>
12005554	5/23/2018	048436 COLTON PUBLIC UTILITIES	12005554		ELECTRIC TOU BILLS WELLS & BOOSTERS 521-8100-8101-2320-0000-000	97,989.79
					<b>Total :</b>	<b>97,989.79</b>
17081200	5/21/2018	000904 CITY OF BURBANK	124182		BILLING FOR MAGNOLIA POWER 520-8000-8006-2330-0555-700	29,200.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17081200	5/21/2018	000904 000904 CITY OF BURBANK				
			(Continued)			
					<b>Total :</b>	<b>29,200.00</b>
17413400	5/21/2018	092133 AVANGRID RENEWABLES, LLC	67635-CLTN		WIND- ENERGY DELIVERED 520-8000-8006-2330-0555-510	10,196.56
					<b>Total :</b>	<b>10,196.56</b>
19640000	5/24/2018	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP PINEDALE 0518			ELEC- COSTS & GAS SALES 520-8000-8006-2330-0555-400	37,035.00
					<b>Total :</b>	<b>37,035.00</b>
19790000	5/24/2018	003181 SOUTHERN CALIFORNIA GAS CO	099-236-3108-0-05/18		NATURAL GAS TRANSMISSION 520-8000-8009-2321-0547-000	2,495.93
					<b>Total :</b>	<b>2,495.93</b>
19800000	5/24/2018	061139 SO CALIF PUBLIC POWER AUTH	0518		MONTHLY RESOLUTION BILLINGS 526-8000-8035-2350-0923-000 526-8000-8035-2041-0930-040 520-8000-8003-2280-0930-200 526-8000-8039-2350-0923-000 526-8000-8038-2350-0923-000 520-8000-8001-2350-0923-000 526-8000-8037-2041-0930-020 526-8000-8035-2041-0930-010 526-8000-8038-2041-0930-020	4,104.55 6,404.31 2,265.70 2,000.00 1,025.00 254.78 47,573.31 392.10 1,335.55
					<b>Total :</b>	<b>65,355.30</b>
28072400	5/24/2018	059733 COLTON SOLAR TWO, LLC	CST036		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	17,505.08
					<b>Total :</b>	<b>17,505.08</b>
28072500	5/24/2018	059525 COLTON SOLAR ONE, LLC	CS1034		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	36,487.20
					<b>Total :</b>	<b>36,487.20</b>
52100000	5/25/2018	021869 UNION BANK	MAY 18		DEBT SVC (REV BONDS, 2007 SERIES. 520-1090-008	136,352.71
					<b>Total :</b>	<b>136,352.71</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
52200000	5/25/2018	021869 UNION BANK	MAY 18- ELECTRIC		DEBT SVC (ELEC REV 2012 SERIES A) 520-1090-000	228,921.50 <b>Total : 228,921.50</b>
107826200	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 26038		RETIREMENT CONTRIBUTION 762-2080-000	20,398.13 <b>Total : 20,398.13</b>
107826300	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 25057		RETIREMENT CONTRIBUTION 762-2080-000	12,280.32 <b>Total : 12,280.32</b>
107826400	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 25056		RETIREMENT CONTRIBUTION 762-2080-000	13,354.15 <b>Total : 13,354.15</b>
107826600	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 15025		RETIREMENT CONTRIBUTION 762-2080-000	2,790.81 <b>Total : 2,790.81</b>
107826700	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 70		RETIREMENT CONTRIBUTION 762-2080-000	38,804.05 <b>Total : 38,804.05</b>
107826800	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 69		RETIREMENT CONTRIBUTION 762-2080-000	24,591.00 <b>Total : 24,591.00</b>
107827000	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 68		RETIREMENT CONTRIBUTION 762-2080-000	67,192.61 <b>Total : 67,192.61</b>
108182100	5/24/2018	000214 PERS-PAYROLL REPORT	03/29/18		RETIREMENT ADMIN FEES 100-6040-6041-2380-0000-000	200.00 <b>Total : 200.00</b>
108466900	5/30/2018	003893 ING	PP 05/24/18		457 DEF COMP & LOAN PAYMENT 762-2040-000	12,169.05

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108466900	5/30/2018	003893 ING	(Continued)		762-2045-000	768.47
					<b>Total :</b>	<b>12,937.52</b>
108482700	5/30/2018	000214 PERS-PAYROLL REPORT	09/30/2011		RETIREMENT CONTRIBUTION	
					762-2080-000	990.00
					<b>Total :</b>	<b>990.00</b>
126868544	5/18/2018	000901 EMPLOYMENT DEVELOPMENT DEPT	L0762327200		UNEMPLOYMENT INSURANCE BENEFIT	
					607-6040-8601-2262-0000-000	7,194.00
					<b>Total :</b>	<b>7,194.00</b>
400419925	5/25/2018	058819 CALIFORNIA INDEPENDENT	2018052331-38434948		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	28,531.55
					520-7907-000	-9,517.54
					<b>Total :</b>	<b>19,014.01</b>
1077826500	5/21/2018	000214 PERS-PAYROLL REPORT	04/26/18- 15026		RETIREMENT CONTRIBUTION	
					762-2080-000	7,461.12
					<b>Total :</b>	<b>7,461.12</b>
					<b>Bank total :</b>	<b>1,740,745.90</b>
					<b>Total vouchers :</b>	<b>1,740,745.90</b>

160 Vouchers for bank code : boa

160 Vouchers in this report



Stacey Dabbs  
Finance Director



Aurelio De La Torre  
City Treasurer

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
127806	6000	927.75
127807	6000	267.24
127808	6000	282.01
127809	6000	267.24
127810	6000	267.24
127811	6000	282.01
938727	6000	237.17
938728	6000	282.01
	<b>Subtotal</b>	<b><u>2,812.67</u></b>
<b>City Clerk</b>		
127812	6010	268.36
	<b>Subtotal</b>	<b><u>268.36</u></b>
<b>City Manager</b>		
127813	6020	2,593.23
127814	6020	2,140.24
127815	6020	2,982.45
127816	6020	4,885.49 Regular Salary
	<b>Subtotal</b>	<b><u>12,601.41</u></b>
<b>Human Resources</b>		
127817	6030	2,168.10
127818	6030	2,280.31
127819	6030	4,406.26 Regular Salary
	<b>Subtotal</b>	<b><u>8,854.67</u></b>
<b>Finance</b>		
127820	6040	3,825.64 Regular Salary
127821	6040	1,387.44
127822	6040	1,402.79
127823	6040	1,503.81
127824	6040	3,132.36 Regular Salary
127825	6040	1,711.52
127826	6040	1,405.68
127827	6040	1,274.70
127828	6040	1,693.76
127829	6040	1,483.54
127830	6040	1,187.84
127831	6040	1,678.86
127832	6040	1,445.43
127833	6040	1,171.10

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
127834	6040	1,762.55
127835	6040	1,492.27
127836	6040	1,212.30
127837	6040	1,315.90
127838	6040	1,486.75
127839	6040	3,555.54 Regular Salary
128133	6040	1,572.95
128134	6040	1,321.58
128135	6040	1,548.02
128136	6040	2,267.21
128137	6040	1,808.56
128138	6040	2,490.48
	<b>Subtotal</b>	<b>46,138.58</b>
<b>City Treasurer</b>		
127840	6060	978.05
	<b>Subtotal</b>	<b>978.05</b>
<b>Police</b>		
127841	6070	1,862.65
127842	6070	1,747.55
127843	6070	1,965.59
127844	6070	1,866.71
127845	6070	1,266.19
127846	6070	2,594.61
127847	6070	3,791.34
127848	6070	1,674.92
127849	6070	2,130.71
127850	6070	2,766.68
127851	6070	3,704.70
127852	6070	440.64
127853	6070	2,818.46
127854	6070	3,484.68
127855	6070	121.41
127856	6070	4,428.35 Regular Salary/OT
127857	6070	1,259.74
127858	6070	3,702.75
127859	6070	2,050.00
127860	6070	1,697.96
127861	6070	5,933.74 Regular Salary/OT
127862	6070	1,989.51
127863	6070	2,025.42
127864	6070	1,192.54
127865	6070	196.97
127866	6070	4,047.09 Regular Salary/OT
127867	6070	1,416.14
127868	6070	3,121.07
127869	6070	3,079.16

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
127870	6070	491.36
127871	6070	3,346.51
127872	6070	1,605.52
127873	6070	4,363.88 Regular Salary/OT
127874	6070	1,963.23
127875	6070	2,381.92
127876	6070	4,298.08 Regular Salary/OT
127877	6070	3,779.98
127878	6070	658.91
127879	6070	3,457.11
127880	6070	2,344.62
127881	6070	2,181.59
127882	6070	2,844.71
127883	6070	2,896.91
127884	6070	1,562.17
127885	6070	2,869.78
127886	6070	2,097.35
127887	6070	1,310.64
127888	6070	3,434.53
127889	6070	4,621.22 Regular Salary/OT
127890	6070	1,619.75
127891	6070	1,342.07
127892	6070	1,917.83
127893	6070	1,787.17
127894	6070	1,021.78
127895	6070	1,854.19
127896	6070	2,674.92
127897	6070	2,108.59
127898	6070	1,982.13
127899	6070	5,219.39 Regular Salary/OT
127900	6070	1,832.76
127901	6070	2,307.14
127902	6070	1,737.02
127903	6070	563.45
127904	6070	3,650.49
127905	6070	2,393.30
127906	6070	2,587.88
127907	6070	1,914.10
127908	6070	1,664.62
127909	6070	3,530.35
127910	6070	2,777.70
127911	6070	730.17
127912	6070	3,468.29
127913	6070	2,704.66
127914	6070	1,596.65
127915	6070	2,758.23
127916	6070	3,025.51
127917	6070	3,133.52
127918	6070	2,161.68

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
127919	6070	2,304.11
127920	6070	4,476.66 Regular Salary/OT
127921	6070	2,649.62
127922	6070	2,888.15
127923	6070	2,606.56
	<b>Subtotal</b>	<b>201,877.74</b>

**Fire**

127924	6090	3,716.10
127925	6090	2,216.35
127926	6090	3,370.67
127927	6090	4,304.09 Regular Salary/OT
127928	6090	3,745.79
127929	6090	2,264.59
127930	6090	5,733.21 Regular Salary/Staffing
127931	6090	1,970.29
127932	6090	1,731.88
127933	6090	4,674.69 Regular Salary/Staffing
127934	6090	4,727.75 Regular Salary/Staffing
127935	6090	3,737.16
127936	6090	4,388.30 Regular Salary
127937	6090	2,345.61
127938	6090	2,877.33
127939	6090	3,092.29
127940	6090	2,698.51
127941	6090	1,805.55
127942	6090	2,105.94
127943	6090	1,812.54
127944	6090	4,148.10 Regular Salary/Staffing
127945	6090	4,864.25 Regular Salary/Staffing
127946	6090	3,178.56
127947	6090	3,594.81
127948	6090	5,174.56 Regular Salary/Staffing
127949	6090	3,889.22
127950	6090	4,835.08 Regular Salary/Staffing
127951	6090	3,555.30
127952	6090	5,345.08 Regular Salary/Staffing
127953	6090	6,117.63 Regular Salary/Staffing
127954	6090	4,995.10 Regular Salary/Staffing
127955	6090	3,834.69
127956	6090	2,010.22
127957	6090	3,450.59
127958	6090	3,643.40
127959	6090	2,513.99
127960	6090	3,646.98
127961	6090	2,672.77
938729	6090	1,786.08
938730	6090	1,931.44
127962	6090	4,162.02 Regular Salary
	<b>Subtotal</b>	<b>142,668.51</b>

**COLTON**  
**Payroll Disbursement Listing**

**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Public Works</b>		
127963	6150	1,382.12
127964	6150	1,266.17
127965	6150	1,280.83
127966	6150	1,302.12
127967	6150	1,013.47
938731	6150	1,556.27
938732	6150	1,278.86
938733	6150	1,453.89
938734	6150	1,908.30
127968	6150	1,508.42
127969	6150	688.44
127970	6150	1,621.61
127971	6150	3,928.61 Regular Salary
127972	6150	1,533.96
938735	6150	1,846.68
127973	6150	1,147.65
127974	6150	1,261.83
938736	6150	2,203.64
127975	6150	1,590.88
127976	6150	1,372.07
127977	6150	1,138.26
127978	6150	2,327.16
127979	6150	1,785.33
127980	6150	2,047.83
938737	6150	1,453.04
938738	6150	572.19
938739	6150	1,533.32
128139	6150	2,193.93
938762	6150	1,671.50
128140	6150	2,107.41
	<b>Subtotal</b>	<b>47,975.79</b>

**Community Services**

127981	6200	384.41
127982	6200	834.70
127983	6200	636.34
127984	6200	667.69
127985	6200	258.67
127986	6200	205.01
127987	6200	395.47
127988	6200	487.99
127989	6200	349.26
127990	6200	3,219.95 Regular Salary
127991	6200	1,750.56
127992	6200	474.52

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
127993	6200	342.38
127994	6200	415.38
127995	6200	140.08
127996	6200	337.64
127997	6200	739.03
127998	6200	400.48
127999	6200	365.49
128000	6200	291.89
128001	6200	1,545.36
128002	6200	227.20
128003	6200	536.70
128004	6200	178.81
128005	6200	1,648.01
128006	6200	1,587.46
128007	6200	248.61
128008	6200	381.84
128009	6200	321.35
128010	6200	723.40
128011	6200	780.37
128012	6200	453.67
128013	6200	253.27
128014	6200	432.93
128015	6200	379.66
128016	6200	1,605.05
128017	6200	820.07
128018	6200	2,497.36
128019	6200	498.76
128020	6200	1,578.81
128021	6200	332.97
938740	6200	386.48
938741	6200	446.65
938742	6200	102.21
938743	6200	298.08
938744	6200	693.89
938745	6200	193.38
938746	6200	91.59
938747	6200	477.25
938748	6200	709.85
938749	6200	255.39
938750	6200	452.57
938751	6200	164.10
938752	6200	717.15
938753	6200	749.85
938754	6200	499.51

**Subtotal** 35,966.55

**Library**

128022	6250	619.10
128023	6250	756.39

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128024	6250	685.72
128025	6250	489.33
128026	6250	313.93
128027	6250	2,153.44 Regular Salary
128028	6250	514.67
128029	6250	880.80
128030	6250	738.42
	<b>Subtotal</b>	<b><u>7,151.80</u></b>
<b>Development Services</b>		
128031	6300	1,760.07
128032	6300	2,435.67
128033	6300	1,171.29
128034	6300	2,567.91
128035	6300	1,603.96
128036	6300	4,841.74 Regular Salary
128037	6300	3,381.38
128038	6300	1,764.98
	<b>Subtotal</b>	<b><u>19,527.00</u></b>
<b>Child Care</b>		
128039	7200	1,174.46
128040	7200	707.35
128041	7200	226.20
128042	7200	1,278.46
128043	7200	902.54
128044	7200	911.88
128045	7200	423.19
128046	7200	1,036.79
128047	7200	3,156.97 Regular Salary/Leave Cashout
128048	7200	2,524.28
128049	7200	529.46
938755	7200	878.44
128050	7200	1,308.97
128051	7200	867.14
128052	7200	617.25
128053	7200	994.16
128054	7200	1,046.83
128055	7200	886.89
128056	7200	938.73
	<b>Subtotal</b>	<b><u>20,409.99</u></b>
<b>Electric</b>		
128057	8000	561.64
128058	8000	3,580.09 Regular Salary
128059	8000	3,345.36 Regular Salary/OT
128060	8000	448.74

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128061	8000	3,809.28
128062	8000	3,359.49
128063	8000	1,435.16
128064	8000	3,380.91
128065	8000	3,176.11
128066	8000	2,549.20
128067	8000	2,108.02
128068	8000	2,062.05
128069	8000	5,731.79 Regular Salary/OT
128070	8000	4,405.70 Regular Salary
128071	8000	3,872.17
128072	8000	2,582.35
128073	8000	4,012.00 Regular Salary
128074	8000	0.00
128075	8000	2,204.76
128076	8000	2,801.88
128077	8000	4,063.29 Regular Salary/OT
128078	8000	2,236.22
128079	8000	4,313.82 Regular Salary/OT
128080	8000	2,714.39
938756	8000	3,884.67
938757	8000	3,459.46
938758	8000	4,890.21 Regular Salary/OT
938759	8000	4,054.48 Regular Salary
938760	8000	3,873.82
128081	8000	1,601.14
128082	8000	4,804.92 Regular Salary
128083	8000	1,253.99
128084	8000	234.72
128085	8000	1,970.10
128086	8000	2,068.14
128087	8000	2,242.51
128088	8000	2,604.46
128089	8000	3,506.67
128090	8000	4,095.77 Regular Salary/OT
128091	8000	2,603.18
128092	8000	3,136.13
128093	8000	1,119.52
	<b>Subtotal</b>	<b><u>120,158.31</u></b>

**Water Utility**

128094	8100	1,872.67
128095	8100	2,399.29
128096	8100	3,498.74
128097	8100	2,358.06
128098	8100	1,888.97
128099	8100	4,532.43 Regular Salary/OT
128100	8100	2,127.95
128101	8100	2,221.12

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/10/2018 to 3/23/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128102	8100	2,251.41
128103	8100	2,985.87
128104	8100	2,142.84
128105	8100	1,951.93
128106	8100	3,753.04
938761	8100	2,639.28
<b>Subtotal</b>		<b><u>36,623.60</u></b>

**Wastewater Utility & Storm Water**

128114	8200	2,066.60
128115	8200	1,818.78
128116	8200	2,447.64
128117	8200	992.54
128118	8200	2,435.31
128119	8200	1,677.64
128120	8200	1,881.73
128121	8200	1,841.61
128122	8200	323.60
128123	8200	1,484.65
128124	8200	1,687.83
128125	8200	1,673.30
128126	8200	1,847.08
128127	8200	992.54
128128	8200	1,945.37
128129	8200	1,558.74
128130	8200	1,984.69
128131	8200	1,764.51
128132	8200	2,670.08
<b>Subtotal</b>		<b><u>33,094.24</u></b>

**Wastewater Administration**

128107	8300	1,563.83
128108	8300	3,065.24 Regular Salary
128109	8300	3,032.36 Regular Salary
128110	8300	213.38
128111	8300	540.57
128112	8300	2,837.34
128113	8300	2,112.72
<b>Subtotal</b>		<b><u>13,365.44</u></b>

**Grand Total**

**750,472.71**



Stacey Dabbs, Finance Director



Aurelio De La Torre, Treasurer

COLTON

Payperiod Dates: 3/24/2018 to 4/6/2018

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
128143	6000	943.57
128144	6000	258.79
128145	6000	272.54
128146	6000	197.25
128147	6000	258.95
128148	6000	273.11
938782	6000	224.77
938783	6000	273.87
	<b>Subtotal</b>	<b><u>2,702.85</u></b>
<b>City Clerk</b>		
128149	6010	722.20
938784	6010	666.66
	<b>Subtotal</b>	<b><u>1,388.86</u></b>
<b>City Manager</b>		
128150	6020	2,758.15
128151	6020	2,303.43
128152	6020	3,336.21
128153	6020	4,761.96 Regular Salary
	<b>Subtotal</b>	<b><u>13,159.75</u></b>
<b>Human Resources</b>		
128154	6030	2,653.86
128155	6030	2,033.39
128156	6030	4,074.72 Regular Salary
938775	6030	529.37
	<b>Subtotal</b>	<b><u>9,291.34</u></b>
<b>Finance</b>		
128157	6040	3,656.77 Regular Salary
128158	6040	1,503.31
128159	6040	3,617.65 Regular Salary/Leave Cashout
128160	6040	1,435.72
128161	6040	3,451.10 Regular Salary
128162	6040	1,547.02
128163	6040	1,719.25
128164	6040	1,642.00
128165	6040	1,395.67
128166	6040	1,929.11
128167	6040	1,369.96
128168	6040	1,774.03

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128169	6040	1,600.98
128170	6040	1,597.87
128171	6040	2,006.87
128172	6040	1,344.52
128173	6040	1,588.32
128174	6040	1,476.60
128175	6040	1,372.06
128176	6040	3,587.58 Regular Salary
128466	6040	1,875.89
128467	6040	1,963.41
128468	6040	1,666.41
128469	6040	2,361.85
128470	6040	1,954.46
128471	6040	2,872.61
	<b>Subtotal</b>	<b>52,311.02</b>
 <b>City Treasurer</b>		
128177	6060	1,365.11
	<b>Subtotal</b>	<b>1,365.11</b>
 <b>Police</b>		
128178	6070	1,916.37
128179	6070	2,046.48
128180	6070	2,063.83
128181	6070	2,066.62
128182	6070	965.53
128183	6070	1,962.07
128184	6070	3,609.76
128185	6070	1,533.79
128186	6070	2,498.19
128187	6070	3,170.34
128188	6070	4,229.03 Regular Salary/OT
128189	6070	211.03
128190	6070	2,790.37
128191	6070	2,980.88
128192	6070	402.17
128193	6070	4,387.19 Regular Salary/OT
128194	6070	1,390.88
128195	6070	3,384.69
128196	6070	1,975.48
128197	6070	1,708.19
128198	6070	6,678.62 Regular Salary/OT
128199	6070	2,414.41
128200	6070	2,028.94
128201	6070	1,612.20
128202	6070	192.29
128203	6070	4,398.76 Regular Salary/OT
128204	6070	1,804.82

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128205	6070	2,893.57
128206	6070	3,603.91
128207	6070	491.36
128208	6070	3,325.93
128209	6070	1,774.46
128210	6070	4,532.55 Regular Salary/OT
128211	6070	2,022.70
128212	6070	3,035.78
128213	6070	2,765.59
128214	6070	2,956.18
128215	6070	3,140.36
128216	6070	1,965.88
128217	6070	1,677.40
128218	6070	3,251.37
128219	6070	2,624.90
128220	6070	1,827.60
128221	6070	2,539.28
128222	6070	2,415.83
128223	6070	1,458.63
128224	6070	3,745.09
128225	6070	3,410.51
128226	6070	1,722.32
128227	6070	1,470.43
128228	6070	1,909.53
128229	6070	2,660.46
128230	6070	1,469.78
128231	6070	2,531.31
128232	6070	2,235.03
128233	6070	2,266.79
128234	6070	5,002.33 Regular Salary
128235	6070	2,273.66
128236	6070	3,340.92
128237	6070	2,077.74
128238	6070	188.06
128239	6070	2,548.96
128240	6070	3,017.53
128241	6070	2,344.86
128242	6070	2,232.66
128243	6070	1,118.67
128244	6070	3,557.77
128245	6070	2,413.84
128246	6070	465.22
128247	6070	2,694.64
128248	6070	3,084.39
128249	6070	2,575.75
128250	6070	2,818.03
128251	6070	3,351.78
128252	6070	3,415.37
128253	6070	2,016.42

**COLTON**  
**Payroll Disbursement Listing**

**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128254	6070	2,182.62
128255	6070	3,644.67
128256	6070	3,024.75
128257	6070	2,696.77
128258	6070	2,468.55
<b>Subtotal</b>		<b>200,703.42</b>

**Fire**

128259	6090	6,546.16	Regular Salary/Staffing
128260	6090	2,270.33	
128261	6090	3,572.51	
128262	6090	4,782.40	
128263	6090	3,384.53	
128264	6090	4,067.82	Regular Salary/Staffing
128265	6090	4,844.67	Regular Salary/Staffing
128266	6090	2,385.62	
128267	6090	2,112.82	
128268	6090	3,835.83	
128269	6090	2,154.47	
128270	6090	6,145.09	Regular Salary/Staffing
128271	6090	1,760.35	
128272	6090	4,148.66	Regular Salary
128273	6090	2,357.63	
128274	6090	2,070.62	
128275	6090	2,960.56	
128276	6090	4,979.41	Regular Salary/Staffing
128277	6090	4,969.02	Regular Salary/Staffing
128278	6090	3,289.21	
128279	6090	1,999.17	
128280	6090	2,080.48	
128281	6090	4,648.57	Regular Salary
128282	6090	3,409.88	
128283	6090	5,224.54	Regular Salary/Staffing
128284	6090	3,066.13	
128285	6090	2,063.86	
128286	6090	6,860.48	Regular Salary/Staffing
128287	6090	3,618.76	
128288	6090	2,604.79	
128289	6090	5,725.62	Regular Salary/Staffing
128290	6090	6,508.25	Regular Salary/Staffing
128291	6090	6,504.79	Regular Salary/Staffing
128292	6090	2,247.25	
128293	6090	5,517.58	
128294	6090	3,225.89	
128295	6090	2,007.95	
128296	6090	4,625.11	Regular Salary/Staffing
128297	6090	3,024.54	
938766	6090	1,165.18	
938776	6090	1,849.66	

COLTON  
Payroll Disbursement Listing

Payperiod Dates: 3/24/2018 to 4/6/2018

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
938777	6090	168.60
938778	6090	63.76
938779	6090	507.59
938780	6090	1,480.24
128298	6090	3,826.87
<b>Subtotal</b>		<b>156,663.25</b>

**Public Works**

128299	6150	1,070.01
128300	6150	1,900.23
128301	6150	1,449.36
128302	6150	1,417.85
128303	6150	1,562.34
938785	6150	1,151.92
938786	6150	1,268.06
938787	6150	1,283.85
938788	6150	1,141.46
128304	6150	1,756.42
128305	6150	540.57
128306	6150	1,755.86
128307	6150	4,286.14 Regular Salary
128308	6150	2,892.21
938789	6150	1,976.08
128309	6150	1,584.63
128310	6150	1,704.60
938790	6150	2,082.44
128311	6150	1,465.01
128312	6150	1,825.40
128313	6150	1,043.46
128314	6150	2,614.74
128315	6150	1,883.63
128316	6150	1,252.91
938791	6150	1,904.18
938792	6150	598.78
938793	6150	1,385.19
128472	6150	1,905.43
938817	6150	2,094.62
128473	6150	2,139.54
<b>Subtotal</b>		<b>50,936.92</b>

**Community Services**

128317	6200	693.17
128318	6200	519.56
128319	6200	675.10
128320	6200	451.14
128321	6200	251.54
128322	6200	624.04
128323	6200	507.93

COLTON

Payroll Disbursement Listing

Payperiod Dates: 3/24/2018 to 4/6/2018

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128324	6200	256.20
128325	6200	3,488.10 Regular Salary
128326	6200	1,907.89
128327	6200	505.98
128328	6200	691.77
128329	6200	440.12
128330	6200	388.38
128331	6200	546.82
128332	6200	523.44
128333	6200	349.65
128334	6200	231.86
128335	6200	1,693.99
128336	6200	334.28
128337	6200	487.22
128338	6200	169.12
128339	6200	1,796.10
128340	6200	1,485.60
128341	6200	140.85
128342	6200	377.18
128343	6200	372.52
128344	6200	763.42
128345	6200	772.53
128346	6200	597.63
128347	6200	157.10
128348	6200	490.39
128349	6200	275.24
128350	6200	1,679.22
128351	6200	639.37
128352	6200	2,663.40
128353	6200	651.92
128354	6200	1,710.99
128355	6200	325.99
938767	6200	653.79
938794	6200	90.64
938795	6200	437.67
938796	6200	350.25
938797	6200	154.67
938798	6200	263.18
938799	6200	671.03
938800	6200	205.01
938801	6200	48.49
938802	6200	525.08
938803	6200	426.94
938804	6200	276.41
938805	6200	334.04
938806	6200	176.80
938807	6200	816.17
938808	6200	596.91
938809	6200	472.03
	<b>Subtotal</b>	<b>37,135.86</b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

	<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Library</b>			
	128356	6250	598.52
	128357	6250	680.54
	128358	6250	1,148.77
	128359	6250	675.65
	128360	6250	587.20
	128361	6250	649.96
	128362	6250	2,506.04 Regular Salary
	128363	6250	440.71
	128364	6250	856.33
	128365	6250	564.60
		<b>Subtotal</b>	<b><u>8,708.32</u></b>
 <b>Development Services</b>			
	128366	6300	1,580.75
	128367	6300	2,426.36
	128368	6300	1,408.19
	128369	6300	2,697.30
	128370	6300	1,757.01
	128371	6300	4,572.33 Regular Salary
	128372	6300	3,411.19 Regular Salary
	128373	6300	2,083.94
		<b>Subtotal</b>	<b><u>19,937.07</u></b>
 <b>Child Care</b>			
	128374	7200	1,356.64
	128375	7200	924.81
	128376	7200	307.05
	128377	7200	1,668.97
	128378	7200	798.85
	128379	7200	911.88
	128380	7200	456.22
	128381	7200	1,036.79
	128382	7200	2,059.03
	128383	7200	2,569.86 Regular Salary
	128384	7200	458.99
	938810	7200	845.82
	128385	7200	1,821.95
	128386	7200	510.39
	128387	7200	990.71
	128388	7200	838.87
	128389	7200	903.75
	128390	7200	796.18
		<b>Subtotal</b>	<b><u>19,256.76</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Electric		
128391	8000	2,095.09
128392	8000	3,774.51
128393	8000	4,436.33 Regular Salary/OT
128394	8000	540.57
128395	8000	4,089.68 Regular Salary/OT
128396	8000	3,654.17
128397	8000	1,621.69
128398	8000	4,956.36 Regular Salary/OT
128399	8000	5,253.89 Regular Salary/OT
128400	8000	2,170.85
128401	8000	2,583.16
128402	8000	2,294.51
128403	8000	4,124.83 Regular Salary/OT
128404	8000	9,520.49 Regular Salary/OT
128405	8000	4,615.93 Regular Salary/OT
128406	8000	2,883.64
128407	8000	3,658.99
128408	8000	22.30
128409	8000	2,353.47
128410	8000	3,185.70
128411	8000	3,321.03
128412	8000	2,287.60
128413	8000	5,386.35 Regular Salary/OT
128414	8000	2,146.75
938768	8000	141.03
938811	8000	4,750.89 Regular Salary/OT
938812	8000	5,356.88 Regular Salary/OT
938813	8000	6,432.80 Regular Salary/OT
938814	8000	3,995.07
938815	8000	10,597.18 Regular Salary/OT
128415	8000	1,663.72
128416	8000	5,073.73 Regular Salary
128417	8000	1,434.19
128418	8000	311.35
128419	8000	2,832.26
128420	8000	2,335.52
128421	8000	4,147.35
128422	8000	7,302.46 Regular Salary/OT
128423	8000	7,661.91 Regular Salary/OT
128424	8000	6,924.57 Regular Salary/OT
128425	8000	4,371.30 Regular Salary/OT
128426	8000	3,036.08
938769	8000	728.88
128427	8000	1,250.04
938770	8000	120.56
	<b>Subtotal</b>	<b>161,445.66</b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Water Utility</b>		
128428	8100	3,174.50
128429	8100	2,825.14
128430	8100	2,353.23
128431	8100	2,896.93
128432	8100	1,583.44
128433	8100	1,992.29
128434	8100	3,356.79
128435	8100	2,129.60
128436	8100	3,119.52
128437	8100	2,546.18
128438	8100	2,370.18
128439	8100	1,865.32
128440	8100	2,077.00
938771	8100	692.27
938772	8100	2,976.06
938773	8100	1,134.22
938781	8100	419.42
938816	8100	3,270.00
	<b>Subtotal</b>	<b>40,782.09</b>

**Wastewater Utility & Storm Water**

128448	8200	3,461.30 Regular Salary/OT
128449	8200	1,755.24
128450	8200	2,926.92
128451	8200	992.54
128452	8200	2,577.86
128453	8200	2,132.10
128454	8200	2,011.11
128455	8200	1,984.25
128456	8200	2,174.65
128457	8200	1,848.42
128458	8200	2,273.78
128459	8200	1,597.71
128460	8200	1,886.84
128461	8200	2,861.89
128462	8200	1,420.33
128463	8200	2,291.59
128464	8200	1,695.25
128465	8200	2,236.32
938774	8200	666.95
	<b>Subtotal</b>	<b>38,795.05</b>

**Wastewater Administration**

128441	8300	1,060.99
128442	8300	3,416.77 Regular Salary
128443	8300	3,157.85 Regular Salary

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 3/24/2018 to 4/6/2018**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
128444	8300	694.53
128445	8300	540.57
128446	8300	3,014.86
128447	8300	2,332.84
	<b>Subtotal</b>	<b><u>14,218.41</u></b>
<b>Grand Total</b>		<b><u><u>828,801.74</u></u></b>

  
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Stacey Dabbs, Finance Director

  
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Aurelio De La Torre, Treasurer

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**ORDINANCE NO. O-08-18**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON ADDING CHAPTER 18.47 TO TITLE 18 OF THE COLTON MUNICIPAL CODE GRANTING DEEMED APPROVED STATUS TO EXISTING, NON-CONFORMING ON-SALE AND OFF-SALE ALCOHOLIC BEVERAGE ESTABLISHMENTS AND IMPOSING CERTAIN PERFORMANCE STANDARDS**

**WHEREAS**, the citizens of the City of Colton ("City") have complained to the Colton Police Department about unruly and dangerous behavior, loitering, graffiti, and escalated noise levels in and around many establishments selling alcoholic beverages; and

**WHEREAS**, since January 19, 2010, Colton Municipal Code, Section 18.48.140 requires the approval of a conditional use permit before any establishment may sell alcoholic beverages for on-site or off-site consumption; and

**WHEREAS**, there are many establishments selling alcoholic beverages that do not conform with Colton Municipal Code Section 18.48.140 because they were in lawful existence prior to the date that section became applicable and as a result these establishments tend to generate a disproportionate amount of public nuisance service calls from the Colton Police Department; and

**WHEREAS**, "deemed approved" alcohol ordinances have been upheld by the California Supreme Court as being within a city's police power and provide the following benefits:

- A. To protect residential, commercial, industrial and civic areas from the harmful effects attributable to the sale of alcoholic beverages and minimize the adverse impacts of nonconforming and incompatible uses;
- B. To provide opportunities for alcoholic beverage sales establishments to operate in a mutually beneficial relationship to each other and to other commercial and civic services;
- C. To provide mechanisms to address problems associated with the public consumption of alcoholic beverages such as litter, loitering, graffiti, unruly behavior, violence, vandalism, and escalated noise levels;
- D. To provide that alcoholic beverage sales establishments are not to become the source of undue public nuisances in the community;
- E. To provide for properly maintained alcoholic beverage sales

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1 establishments so that the secondary effects of negative impacts generated by these  
2 activities on the surrounding environment are mitigated;

3 F. To monitor deemed approved establishments to ensure they do not  
4 substantially change in mode or character of operation; and

5 G. To promote a healthy and safe business environment in the city of  
6 Colton through appropriate and consistent land use regulations and to encourage the  
7 establishment of businesses that will benefit both the local economy and residents  
8 while not placing an undue strain on city resources or surrounding businesses.

9 **WHEREAS**, the proposed Chapter promotes the public interest and is  
10 consistent with the City of Colton General Plan and the following General Plan Goals  
11 and Policies:

12 1. Policy LU-1.1: Ensure that all new development conforms to all  
13 applicable provisions of the General Plan and Zoning Code. The proposed ordinance  
14 promotes administrative provisions to ensure that uses comply with the City's General  
15 Plan and Zoning regulations.

16 2. Policy LU-6.2: Discourage the establishment of incompatible uses  
17 in proximity to each other. The proposed ordinance provides a mechanism to  
18 eliminate uses that become incompatible with surrounding uses due to their nuisance  
19 activities.

20 **WHEREAS**, as determined by the California courts in City of Oakland v.  
21 Superior Court (45 Cal.App.4th 740 and HSH Inc. v. City of El Cajon (44 F. Supp.3d  
22 996), California law does not preempt local land use decisions with regard to alcoholic  
23 beverage sale regulations and the authority to regulate nuisance conditions created by  
24 state-licensed alcoholic beverage retailers derives solely from the City's general police  
25 powers.

26 **NOW, THEREFORE**, the City Council of the City of Colton, California, does  
27 ordain as follows:

28 **SECTION 1. Incorporation of Recitals.** The City Council hereby finds that all of  
the foregoing recitals presented herewith are true and correct and are hereby  
incorporated and adopted as findings of the City Council.

**SECTION 2. Addition of Chapter 18.47 to the Colton Municipal "Chapter 18.47**  
is hereby added to the Colton Municipal Code to read as follows:

**"Chapter 18.47 - Deemed Approved Alcoholic Beverage Sales**

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**Sections:**

- 18.47.010 Purpose**
- 18.47.020 Applicability**
- 18.47.030 Definitions**
- 18.47.040 Deemed approved alcoholic beverage regulations**
- 18.47.050 Applicability of deemed approved alcoholic beverage regulations**
- 18.47.060 Automatic deemed approved status**
- 18.47.070 Deemed approved performance standards**
- 18.47.080 Notification to owners conducting deemed approved activities**
- 18.47.090 Grounds for deemed approved status suspension, modification or revocation**
- 18.47.100 Investigation procedures**
- 18.47.110 Appeals**
- 18.47.120 Penalties**
- 18.47.130 Annual regulatory fee**

**18.47.010 Purpose.**

The purpose of this chapter is to support the City’s current requirement for approval of conditional use permits prior to establishing new and/or expanded alcohol sales activities by conferring deemed approved status for all existing, lawfully established non-conforming alcoholic beverage sales activities. This chapter provides standards for the continued operation of alcoholic beverage sales establishments, and sets forth grounds for the modification, revocation and/or termination of deemed approved permits for establishments violating this chapter. Specific purposes for enacting this chapter are as follows:

- A. To protect residential, commercial, industrial and civic areas from the harmful effects attributable to the sale of alcoholic beverages and minimize the adverse impacts of nonconforming and incompatible uses;
- B. To provide opportunities for alcoholic beverage sales establishments to operate in a mutually beneficial relationship to each other and to other commercial and civic services;
- C. To provide mechanisms to address problems associated with the public consumption of alcoholic beverages such as litter, loitering, graffiti, unruly behavior, violence, vandalism, and escalated noise levels;
- D. To provide that alcoholic beverage sales establishments are not to become the source of undue public nuisances in the community;

1  
2 E. To provide for properly maintained alcoholic beverage sales establishments  
3 so that the secondary effects of negative impacts generated by these activities on the  
surrounding environment are mitigated;

4 F. To monitor deemed approved establishments to ensure they do not  
5 substantially change in mode or character of operation; and

6 G. To promote a healthy and safe business environment in the city of Colton  
7 through appropriate and consistent land use regulations and to encourage the  
8 establishment of businesses that will benefit both the local economy and residents  
while not placing an undue strain on city resources or surrounding businesses.

9 **18.47.020 Applicability.**

10 A. The provisions of this chapter shall apply to the extent permissible under  
11 other laws to all legal, non-conforming alcoholic beverage sales establishments, as  
12 defined in Section 18.47.030, located in the City of Colton that sell alcoholic beverages  
for on- or off-site consumption.

13 **18.47.030 Definitions.**

14  
15 The meaning and construction of these words and phrases, as set forth below,  
16 shall apply throughout, except where the context clearly indicates a different meaning  
or construction.

17 A. "Alcoholic beverage" means alcohol, spirits, liquor, wine, beer, and any  
18 liquid or solid containing alcohol, spirits, wine, or beer, that contains one-half of one  
19 percent or more of alcohol by volume and that is fit for beverage purposes either alone  
20 or when diluted, mixed or combined with other substances, the sale of which requires  
an ABC license.

21 B. "Alcoholic beverage sales activity" means the retail sale of alcoholic  
22 beverages for on-site or off-site consumption.

23 C. "Alcoholic beverage sales establishment" means an establishment where an  
24 alcoholic beverage sales activity occurs. Alcoholic beverage sales establishments  
25 include but are not limited to the following recognized types of establishments: liquor  
26 stores, beer and wine stores, convenience markets, markets, neighborhood specialty  
27 food markets, retail sales establishments, wine shops, service stations, taverns, clubs,  
28 cocktail lounges, ballrooms, cabarets, dance bars, piano bars, billiard or game parlors,  
bowling alleys, nightclubs, dance halls, cafes, bars, restaurants with bars, full-service  
restaurants, fast food establishments, and breweries. For purposes of this chapter, an  
"alcoholic beverage sales establishment" also includes a general retail store, a grocery

1 store and a retail pharmacy that devotes any percentage of its gross floor area to the  
2 sale and display of alcoholic beverages.

3 D. "California Department of Alcoholic Beverage Control" or "ABC" refers to  
4 the department of the state of California empowered to act pursuant to Article 20,  
5 section 22, of the California Constitution and authorized to administer the provisions  
6 of the Alcoholic Beverage Control Act.

7 E. "Deemed approved activity" means any legal nonconforming alcoholic  
8 beverage sales commercial activity (as defined below). Such activity shall be  
9 considered a deemed approved activity so long as it complies with the deemed  
10 approved performance standards set forth in this chapter.

11 F. "Deemed approved status" means the permitted use of land for a deemed  
12 approved activity. Deemed approved status replaces legal, nonconforming status for  
13 on-sale and off-sale alcohol establishments with respect to alcoholic beverage sales  
14 commercial activity and remains in effect as long as it complies with the deemed  
15 approved provisions and performance standards of this chapter.

16 G. "Enforcement officer" means the chief of police or designee.

17 H. "Illegal activity" means an activity, which has been determined to be in  
18 noncompliance with local, state or federal laws, the conditions of any applicable  
19 permits, or the deemed approved provisions and performance standards in this  
20 chapter. A deemed approved activity may lose its deemed approved status and if it  
21 does not comply with the deemed approved performance standards and/or other  
22 conditions applicable to its continued operation. In such cases it shall no longer be  
23 considered a deemed approved activity.

24 I. "Legal nonconforming alcoholic beverage sales commercial activity" or "legal  
25 nonconforming activity" means an on-sale and/or off-sale alcoholic beverage sales  
26 commercial activity which was a legal, nonconforming use pursuant to Chapter 18.46,  
27 and for which a valid state of California Alcoholic Beverage Control license had been  
28 issued and used in the exercise of the rights and privileges conferred by the license at a  
time immediately prior to January 19, 2010. A "legal nonconforming alcoholic  
beverage sales commercial activity" or "legal nonconforming activity" includes all  
beverage sales activities of existing on-sale and off-sale alcoholic beverage  
establishments that are not in conformance with the regulations applicable to new on-  
sale and off-sale alcoholic beverage establishments contained in this title. Such an  
activity shall be considered a deemed approved activity and shall no longer be  
considered a legal nonconforming activity.

J. "Modify" or "modified" means the expansion or increase in intensity or  
substantial change of a use, as these terms are used in this chapter.

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2 K. "Off-sale alcoholic beverage establishment" means an establishment that  
3 conducts retail sales of alcoholic beverages for consumption off the premises where  
4 sold.

5 L. "On-sale alcoholic beverage establishment" means an establishment that  
6 conducts retail sales of alcoholic beverages for consumption on the premises where  
7 sold.

8 M. "Performance standards" means regulations for the business practice  
9 activities and land use for locations with deemed approved status, in whole or in part,  
10 or those further requirements imposed to achieve the purposes of this chapter.  
11 Performance standards constitute requirements which must be complied with by an  
12 on-sale or off-sale alcoholic beverage establishment in order to retain its deemed  
13 approved status.

14 N. "Premises" means the actual space in a building devoted to alcoholic  
15 beverage sales.

16 O. "Redeveloped" means the demolition of an existing on-sale or off-sale  
17 alcoholic beverage establishment (whether conducting permitted or conditionally  
18 permitted activities or deemed approved activities) followed by the immediate  
19 reconstruction and operation of a replacement off-sale alcoholic beverage  
20 establishment.

21  
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23 **18.47.040 Deemed approved alcoholic beverage sales regulations.**

24 Except as otherwise provided in this chapter, any legal nonconforming on-sale  
25 or off-sale alcoholic beverage establishment lawfully operating prior to January 19,  
26 2010 pursuant to an ABC license that authorizes the retail sale of alcoholic beverages  
27 for on-site or off-site consumption shall thereafter be an establishment with deemed  
28 approved status in accordance with Section 18.47.060. Such establishment may  
continue to lawfully operate provided the operation is conducted in compliance with  
the performance standards contained in Section 18.47.070, has satisfied the applicable  
training requirement, maintains a valid city business license and paid the annual  
regulatory fee required by this chapter.

**18.47.050 Applicability of deemed approved alcoholic beverage sales regulations.**

The deemed approved alcoholic beverage sales regulations shall apply to all  
legal nonconforming alcoholic beverage sales activities for on-site or off-site  
consumption existing and operating within the City without an approved conditional  
use permit.

**18.47.060 Automatic deemed approved status.**

1  
2 All legal nonconforming alcoholic beverage sales activities for on-site or off-site  
3 consumption, existing and operating within the City on January 19, 2010 shall  
4 automatically become deemed approved activities and shall no longer be considered  
5 legal nonconforming activities. Each deemed approved activity shall retain its deemed  
6 approved status as long as it complies with the performance standards of this chapter.

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11 **18.47.070 Deemed approved performance standards.**

12 The provisions of this section shall be known as the deemed approved  
13 performance standards. The purpose of these standards is to control dangerous or  
14 objectionable environmental effects of alcoholic beverage sales activities. These  
15 standards shall apply to all deemed approved alcoholic beverage sales activities that  
16 hold deemed approved status pursuant to this chapter. An alcoholic beverage sales  
17 activity shall retain its deemed approved status only if it conforms to all of the  
18 following deemed approved performance standards:

19 A. The alcohol establishment shall not cause adverse effects to the health, peace  
20 or safety of persons residing or working in the surrounding area.

21 B. The alcohol establishment shall not jeopardize or endanger the public health  
22 or safety of persons residing or working in the surrounding area.

23 C. The alcohol establishment shall not allow repeated nuisance activities within  
24 the premises or in close proximity of the premises, including but not limited to  
25 disturbance of the peace, illegal drug activity, public drunkenness, drinking in public,  
26 harassment of passersby, gambling, prostitution, sale of stolen goods, public urination,  
27 theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal  
28 parking in surrounding neighborhoods, excessive loud noises, especially in the late  
night or early morning hours, traffic violations, curfew violations, or lewd conduct.

D. The alcohol establishment shall comply with all provisions of local, state or  
federal laws, regulations or orders, including but not limited to those of the ABC,  
California Business and Professions Code sections 24200, 24200.6, and 25612.5, as well  
as any condition imposed on any permits issued pursuant to applicable laws,  
regulations or orders. This includes compliance with annual city business license fees.

E. The off-sale alcohol establishment's upkeep and operating characteristics  
shall be compatible with and not adversely affect the livability or appropriate  
development of abutting properties and the surrounding neighborhood.

F. A copy of these performance standards, any applicable ABC or city operating  
conditions, and any training requirements shall be posted in at least one prominent

1 place within the interior of the establishment where it will be readily visible and  
2 legible to the employees and patrons of the establishment.

3 G. The owners and all employees of the alcohol beverage sales establishment  
4 involved in the sale of alcoholic beverages shall complete an approved course in  
5 "Responsible Beverage Sales" (RBS) within 60 days of hire for employees hired after  
6 the passage of this ordinance or within six months of the passage of this ordinance for  
7 existing employees. To satisfy this requirement, a certified program must meet the  
8 standards of the California Coordinating Council on Responsible Beverage Service  
9 (CCC/RBS) or other certifying/licensing body designated by the state of California.

8 **18.47.080 Notification to owners.**

9 The Development Services Department shall notify the owner and/or operator  
10 of an alcohol establishment of each deemed approved activity as shown on their city  
11 business license, and also, if not the same, any property owner at the address shown  
12 on the county assessor's property tax assessment records, of the activity's deemed  
13 approved status. The notice shall be sent by first-class mail and certified mail return  
14 receipt requested and shall include a copy of the performance standards in this  
15 chapter with the requirement that they be posted in a conspicuous and unobstructed  
16 place visible from the entrance of the establishment for public review. This notice shall  
17 also provide that the activity is required to comply with all performance standards,  
18 and that the activity is required to comply with all other aspects of the deemed  
19 approved regulations. Should the notice be returned, then the notice shall be sent via  
20 regular mail. Failure of any person to receive notice given pursuant to this chapter  
21 shall not affect the deemed approved status of the activity.

18 **18.47.090 Grounds for deemed approved status suspension, modification or  
19 revocation.**

20 A. An alcoholic beverage sales establishment's deemed approved status may be  
21 suspended for up to one year, modified or revoked by the planning commission after  
22 holding a public hearing for failure to comply with the performance standards set  
23 forth in Section 18.47.070.

23 Notice of such hearing by the planning commission at which it will consider the  
24 modification, suspension or revocation of an establishment's deemed approved status  
25 shall be in writing and shall state the grounds therefore. Notice shall be mailed by  
26 first-class mail and certified mail return receipt requested at least 10 days before the  
27 date of the hearing.

27 B. The occurrence of any of the following shall be grounds for termination of  
28 the deemed approved status of the alcoholic beverage sales activity after notice and a  
hearing in front of the planning commission and require an application be submitted

1 for the issuance of a conditional use permit in order to continue the alcoholic beverage  
2 sales activity:

3 1. An existing alcoholic beverage sales activity changes its activity so that ABC  
4 requires a different type of license.

5 2. An existing alcoholic beverage sales activity is not in compliance with other  
6 provisions contained in this Title.

7 3. There is a substantial modification to the mode or character of operation.

8 4. As used herein, the phrase "substantial modification to the mode or character  
9 of operation" includes but is not be limited to the following:

10 a. The off-sale alcoholic beverage sales activity establishment increases the floor  
11 or land area or shelf space devoted to the display or sales of any alcoholic beverage.

12 b. The off-sale alcoholic beverage sales activity establishment extends the hours  
13 of operation.

14 c. The off-sale alcoholic beverage sales activity establishment proposes to  
15 reinstate alcohol sales after the ABC license has been either revoked or suspended for  
16 a period 180 days or greater by ABC.

17 d. The off-sale alcoholic beverage sales activity voluntarily discontinues active  
18 operation for more than 180 consecutive days or ceases to be licensed by the ABC.

19 5. A "substantial change in the mode of character of operation" shall not  
20 include:

21 a. Re-establishment, restoration or repair of an existing off-sale alcoholic  
22 beverage sales activity on the same premises after the premises have been rendered  
23 totally or partially inaccessible by a riot, insurrection, toxic accident or act of God,  
24 provided that the re-establishment, restoration or repair does not extend the hours of  
25 operation of any establishment or add to the capacity, floor or land area or shelf space  
26 devoted to alcoholic beverages of any establishment that sells any alcoholic beverages  
27 for off-site consumption.

28 b. Temporary closure for not more than 180 days in cases of vacation or illness  
or for purposes of repair, renovation, or remodeling if that repair, renovation, or  
remodeling does not change the nature of the premises and does not extend the hours  
of operation of any establishment, or add to the capacity, floor or land area, or shelf  
space devoted to alcoholic beverages of any establishment that sells any alcoholic  
beverages for off-site consumption, provided notice is provided to the City. The  
planning commission may, upon request of an owner of an alcoholic beverage sales  
establishment made prior to the expiration of 180 days, grant one or more extensions  
to the period of temporary closure, none of which may exceed 60 days, and together  
not to exceed 180 days.

1           6. Once it is determined by the City that there has been a discontinuance of  
2 active operation for 180 consecutive days or a cessation of ABC licensing, it may be  
3 resumed only upon the granting of a conditional use permit as provided in Section  
4 18.48.140 of this title. In the event that any active operation is discontinued on a  
5 property for a period of 180 consecutive days, such discontinuance shall be presumed  
6 to be abandonment of the use by the property owner. At any time after any active  
7 operation is discontinued for a period of 180 consecutive days or more, the  
8 Development Services Director shall notify the property owner in writing of the  
9 determination of presumed abandonment of the active operation. The property owner  
10 and/or business owner may appeal the determination to the planning commission,  
11 which may overturn the determination only upon making a finding that the evidence  
12 supports the property/business owner's position that the nonconforming use was not  
13 discontinued for a period of 180 consecutive days or more. The property/business  
14 owner shall be notified by the city of the termination of the deemed approved status  
15 and shall be informed of the owner's right to appeal the City's decision to the planning  
16 commission.

17           **18.47.100 Investigative procedures.**

18           Upon the City's receipt of a complaint from the public, police department, city  
19 official or any other interested person that a deemed approved use is in violation of  
20 the performance standards set forth in this chapter, the following procedure shall be  
21 followed:

22           A. An enforcement officer shall assess the nature of the complaint and its  
23 validity by conducting an on-site observation and inspection of the premises to assess  
24 the activity's compliance with performance standards.

25           B. If the enforcement officer determines that the deemed approved activity is in  
26 violation of the performance standards, the enforcement officer shall give written  
27 notice of the violation to the owner and/or operator of the establishment and seek to  
28 remedy the violation under the city's administrative citation procedures contained in  
Chapter 8.12 of this code. The first notice of viola on shall be given in accordance with  
Section 8.12.030(A)(2) of this code. If, however, the enforcement officer, in his or her  
sole discretion, determines that the violation is not capable of correction, presents a  
serious threat to public health or safety, or otherwise warrants expedited action, he or  
she may in lieu of following the administrative citation procedure, refer the matter  
directly to the planning commission for a hearing at which the deemed approved  
activity's deemed approved status may be suspended, modified or revoked.

          C. Any administrative citation issued under this section shall be issued,  
processed, and enforced in compliance with all of the provisions of Chapter 8.12 of  
this code, unless otherwise expressly provided by this chapter. If, the owner or  
operator receiving an administrative citation contests the citation and a hearing is held  
pursuant to Chapter 8.12, the hearing officer may, in addition to exercising all powers

1 designated in Chapter 8.12, make a recommendation to the planning commission to  
2 suspend, modify or revoke the deemed approved activity's deemed approved status if  
3 in the judgment of the hearing officer, based upon information then before him or her,  
4 such action is necessary to ensure compliance with this chapter. Such recommendation  
5 may include the suggestion of additional or amended reasonable conditions on the  
6 use, including but not limited to the operational standards listed in Section 18.47.070,  
7 of this chapter.

8 D. If a hearing is conducted on a potential violation , the planning commission  
9 shall determine whether the deemed approved activity is in compliance with the  
10 performance standards. Based on this determination, the planning commission may  
11 suspend, modify or revoke the deemed approved activity's deemed approved status  
12 or impose additional or amended conditions on the use, including but not limited to  
13 the operational standards listed in Section 18.47.070, of this chapter, based on  
14 information then before it. In reaching a determination as to whether a use has  
15 violated the performance standards, or as to the appropriateness of suspending,  
16 modifying or revoking a deemed approved activity's deemed approved status, or  
17 imposing additional or amended conditions on the use, the planning commission may  
18 consider:

19 1. The length of time the deemed approved activity has been out of compliance  
20 with the performance standards.

21 2. The impact of the violation of the performance standard(s) on the  
22 community.

23 3. Any information regarding the owner of the deemed approved activity's  
24 efforts to remedy the violation of the performance standard(s).

25 E. "Efforts to Remedy" shall include, but are not limited to:

26 1. Timely calls to the police department that are placed by the owner and/or  
27 operator of the deemed approved activity, his or her employees, or agents.

28 2. Requesting that those persons engaging in activities causing violations of the  
performance standard(s) cease those activities, unless the owner of the deemed  
approved activity, or his or her employees or agents feels that their personal safety  
would be threatened in making that request.

3. Making improvements to the deemed approved activity's property or  
operations, including but not limited to the installation of lighting sufficient to  
illuminate the area within the use's property line, the installation of security cameras,  
clear unobstructed windows, clean sidewalks and graffiti abated within three days.

F. If in the judgment of the planning commission, the operations of the owner  
or operator of the deemed approved activity constitute a nuisance, the owner is unable  
or unwilling to abate the nuisance and the nuisance is shown to be a threat to the

1 public health and safety of the surrounding neighborhood, the planning commission  
2 may suspend, modify or revoke the activity's deemed approved status. If suspended,  
3 any continued operation of the business shall require a conditional use permit  
4 approved by the planning commission. All determinations, decisions, and conditions  
made or imposed regarding the use of a deemed approved activity shall run with the  
land.

5 G. The decision of the planning commission shall be final and conclusive,  
6 unless appealed in accordance with the provisions of Chapter 18.58 of this title.

7 **18.47.110 Appeals.**

8 Any applicant or other person aggrieved by a decision of the planning  
9 commission from a suspension, modification or revocation of an establishment's  
10 deemed approved status pursuant to this chapter may appeal the decision to the city  
council pursuant to Chapter 18.58 of this code.

11 **18.47.120 Penalties.**

12 A. Any person violating any of the provisions of this chapter or who causes or  
13 permits another person to violate any provision of this chapter may be charged with  
14 either an infraction or a misdemeanor, and shall be subject to the provisions of the  
15 general penalty clause as set forth in Chapter 8.02 of this code.

16 B. In addition to the penalties provided in this section, any use or condition  
17 caused or permitted to exist in violation of any of the provisions of these regulations  
shall be and is declared to be a public nuisance and may be abated as such by the City.

18 C. Nothing in this chapter shall be construed to prevent the city of Colton from  
19 pursuing any and all other legal remedies that may be available, including but not  
20 limited to civil actions filed by the city attorney seeking any and all appropriate relief  
such as civil injunctions and penalties.

21 **18.47.130 Annual regulatory fee.**

22 A. The intent and purpose of this section is to impose a regulatory fee upon all  
23 on and off-sale alcohol establishments that either hold deemed approved status  
24 pursuant to this chapter or obtained a conditional use permit after January 19, 2010.  
25 This fee shall provide for the enforcement and regulation of the conditions of  
26 approval, operational standards, performance standards and other applicable  
regulations set forth in this title or the conditional use permit issued.

27 B. The annual alcohol sales regulatory fee shall be established by resolution of  
28 the city council. The fee shall be calculated so as to recover the total cost of both

1 administration, inspection and enforcement of the conditions of approval,  
2 performance standards and other applicable regulations set forth under this chapter  
3 upon all off-sale alcohol establishments that either hold deemed approved status  
4 pursuant to this chapter or obtained a conditional use permit, including, for example,  
5 notifying establishments of deemed approved status, administering the program,  
6 establishment inspection and compliance checks, documentation of violations,  
7 conducting hearings and prosecution of violators, but shall not exceed the cost of the  
8 total program. All fees shall be used to fund the program. Fees are nonrefundable  
9 except as may be required by law.

7 **SECTION 3. Compliance with California Environmental Quality Act.** Based  
8 on the entire record before the City Council, and all written and oral evidence  
9 presented to the City Council, the City Council hereby finds that this ordinance is  
10 exempt from review under the California Environmental Quality Act ("CEQA"),  
11 pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably  
12 foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is  
13 not a project as defined in Section 15378) of the CEQA Guidelines, California Code of  
14 Regulations, Title 14, Article 3, because it has no potential for resulting in physical  
15 change to the environment, directly or indirectly.

14 **SECTION 4. Severability.** If any section, subsection, subdivision, sentence,  
15 clause, phrase, or portion of this Ordinance for any reason is held to be invalid or  
16 unconstitutional by the decision of any court of competent jurisdiction, such decision  
17 shall not affect the validity of the remaining portions of this Ordinance. The City  
18 Council hereby declares that it would have adopted this Ordinance, and each section,  
19 subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the  
20 fact that any one or more sections, subsections, subdivisions, sentences, clauses,  
21 phrases, or portions thereof be declared invalid or unconstitutional.

21 **SECTION 5. Effective Date.** This Ordinance shall become effective thirty (30)  
22 days after its adoption.

23 **SECTION 6. Publication.** The City Clerk shall certify the passage of this  
24 Ordinance and shall cause the same to be entered in the book of original ordinances of  
25 said City; shall make a minute passage and adoption thereof in the records of the  
26 meeting at which time the same is passed and adopted; and shall, within fifteen (15)  
27 days after the passage and adoption thereof, cause the same to be published as  
28 required by law, in a local newspaper of general circulation and which is hereby  
designated for that purpose.

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**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: JACQUELINE SHOOK, DEPUTY CITY CLERK *JS*  
 SUBJECT: CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018; REQUESTING THE COUNTY OF SAN BERNARDINO TO RENDER SPECIFIED SERVICES; AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE.

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt a Resolution, calling and giving notice of a General Municipal Election to be held in the City of Colton on Tuesday, November 6, 2018, for the election of certain municipal officers and requesting that the County of San Bernardino render specified services as required by the provisions of the laws of the State of California relating to General Law cities; and, approve and adopt a resolution adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at an election to be held on Tuesday, November 6, 2018.

### BACKGROUND

Under applicable State law, the City of Colton must take steps to call for the election of certain officers of the City and to order a General Municipal Election to be held on Tuesday, November 6, 2018, which will be consolidated with the Statewide General Election for the following:

1. District 1 Councilmember for full term of four years
2. District 2 Councilmember for full term of four years
3. District 4 Councilmember for full term of four years
4. Mayor, at large, for full term of four years

### ISSUES/ANALYSIS

Terms of office for certain elected City officials are nearing conclusion. As such, the election must be called by the City.

### **FISCAL IMPACTS**

Cost of the General Municipal Election is estimated at approximately \$15,461 plus. This amount is actually in in the City Clerk's Budget, Account No. 100-6010-6010-2401 for Fiscal Year 2018-19.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Resolution No. R-61-18
2. Resolution No. R-62-18







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County is required to translate candidate’s statements into the following languages: Spanish.

B. The County will print and mail sample ballots and candidates statements to all voters in Spanish. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County’s website, and in the Election Official’s office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate’s statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and\or State law.
2. The candidate shall be required to pay for the cost of translating the candidate’s statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and\or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate’s statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate’s statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

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4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

A) All translations shall be provided by professionally-certified translators.

B) The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.

C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational

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designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidate's statements are repealed.

SECTION 8. That this resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR  
 SUBJECT: APPROVE FIRST AMENDMENT TO COMMERCIAL AQUATICS SERVICES, MAINTENANCE SERVICE AGREEMENT, FY 17-18

### RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to approve the First amendment to the Maintenance Service Agreement with Commercial Aquatics Services (CAS), for the FY 17-18 service for the Gonzales Community Center pool, to the total, not-to-exceed amount of \$43,873.65.

### BACKGROUND

The Gonzales Community Center pool is maintained by Commercial Aquatics Services year-round, with peak season being the summer months of May-September.

### ISSUES/ANALYSIS

On June 20, 2017, City Council approved the original agreement with Commercial Aquatics Services for routine maintenance in the amount of \$32,520. Due to staff error, the approved amount should have been \$37,000, as noted in Exhibit C – “Compensation” of the proposed and executed contracts which states the total, not-to-exceed compensation as \$37,000. The additional \$4480 was designated for approved repairs and service calls beyond routine maintenance.

Due to the age of the pool, additional work in the form of various necessary repairs to the chemical system, pumps, rainforest and UV system are required, at an additional cost of \$11,353.65, bringing the total annual costs to \$43,873.65. These expenditures are covered under the FY 17-18 budgeted amount, but are in excess of the current approved amount.

### FISCAL IMPACTS

Funding has been allocated for this project in expenditure account: 100-6200-6203-2350 and 605-6150-6211-2000-6203, no additional allocation is required.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Staff Report dated June 20, 2017 – Item 19 – Maintenance Services Agreement with Commercial Aquatics Services for Gonzales Center
2. Maintenance Services Agreement with Commercial Aquatics Services, dated July 1, 2017
3. First Amendment to MSA for Commercial Aquatics Service



## STAFF REPORT

DATE: JUNE 20, 2017  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR *CR*  
 SUBJECT: MAINTENANCE SERVICES AGREEMENT WITH COMMERCIAL AQUATICS SERVICES FOR THE GONZALES CENTER POOL

### RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the Maintenance Services Agreement with Commercial Aquatics Services (CAS), in the amount not-to-exceed \$32,520 annual service for the Gonzales Community Center pool, as per the terms of the MSA, including exhibits attached thereto.

### BACKGROUND

The Gonzales Community Center pool is maintained by a contractor year-round, with peak season being the summer months of May-September.

### ISSUES/ANALYSIS

Quality aquatics maintenance requires advanced Certified Pool Operator certification in addition to experience maintaining healthy water balance, chemical dosing, and troubleshooting pumps, filters, and the chemical delivery systems. Without proper knowledge of the aquatics specialty equipment and the potential chemical impacts on the equipment, there is the potential for long term damage to the equipment in the pump room.

Commercial Aquatics Services (CAS) has extensive knowledge and experience in operating and maintaining public aquatic facilities. This agreement will allow CAS to maintain the Gonzales Community Center Pool. During the operational summer months of May-September, CAS will report five times per week to the Pool to ensure healthy water for swimming and making chemical adjustments based on the air temperature, bather load, and balance between all chemical levels. Twice-weekly visits during the off-season of October-April will keep the equipment operating properly and assist in ensuring the longevity of the equipment life. This is in addition to responding to unexpected maintenance issues. The FY17-18 contract includes the addition of monthly cleaning of the Ultra-Violet grate for the Rainforest water feature and the semi-annual replacement of chemical tubing for the chemical delivery system.

**FISCAL IMPACTS**

Funding has been allocated for this project in expenditure account: 100-6200-6203-2350 in the FY17-18 adopted budget.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Proposed Aquatics Maintenance Services Agreement

Staff Report to the Mayor and City Council  
Maintenance Services Agreement with Commercial Aquatic Services for the  
Gonzales Center Pool  
June 20, 2017

ATTACHMENT 1  
Bid Analysis

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<b>Vendor Companies</b>	<b>Bid Amount</b>	
Commercial Aquatic Services, Inc. 1121 N. Hawk Circle Anaheim, CA 92807	\$32,520	Lowest Responsible Bidder
Sea Clear Pools, Inc. 23316 So. Normandie Ave. Torrance, CA 90502	\$35,880	
Caliber Commercial Pool Service 1111 W. Kirckwell Road Azusa, CA 91702	\$42,433.80	

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CITY OF COLTON

MAINTENANCE SERVICES AGREEMENT

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of July, 2017 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and Commercial Aquatic Services, inc. with its principal place of business at 1121 N. Hawk Circle, Anaheim, CA 92807 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing swimming pool and fountain maintenance services to services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the Annual Swimming Pool Maintenance project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional swimming pool maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of

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performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Deb Farrar, Community Services Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Rob Kresge, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from

the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of ONE HUNDRED Dollars (\$100) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City’s decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor’s compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed

or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City,

either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed Eighteen Thousand Six Hundred Dollars (\$18,600) without written approval of City of Colton. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Commercial Aquatic Services, Inc.  
N. Hawk Circle  
Anaheim, CA 92807  
Attn: Heather Woodland

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Deb Farrar, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who

have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND COMMERCIAL AQUATIC SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of July, 2017.

**CITY OF COLTON**

By: \_\_\_\_\_  
Bill Smith  
City Manager

Attest: \_\_\_\_\_  
Carolina Padilla  
City Clerk

**Commercial Aquatic Services, Inc.**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "A"

### SCOPE OF SERVICES TECHNICAL SPECIFICATIONS FOR SWIMMING POOL MAINTENANCE

#### 1) GENERAL

##### a) Scope of Work

The work covered shall consist of furnishing all labor, materials, tools, equipment, transportation, and all incidental work and service, on a regular basis as required, in order to maintain the public swimming pool, in a positive manner and in accordance with the following:

##### DAILY:

- a) Testing of chemicals and inspection of all chemical equipment.
- b) Clean, brush & vacuum pool as necessary
- c) Maintain proper chemical levels, as required by law.
- d) Maintain daily log sheet of chemical levels and maintenance.
- e) Clean, inspect, and monitor chemical controller systems, calibrate as necessary.
- f) Clean probes
- g) Lube all bearings as needed
- h) Clean and inspect filter and recirculation system.
- i) Backwash filters as necessary
- j) Check water flow for obstructions, leaks and system condition.
- k) Maintain pool water level and check surge pits.
- l) Clean injectors as necessary.

##### MONTHLY

- a) Once a month, check pool heater for proper burning, flow and efficiency and note on Daily Log.
- b) Provide a list of items, in writing, which may need repair or replacement, so that appropriate budgeting and planning can occur.
- c) Clean Ultra-Violet grate for Rainforest Water Feature

##### EVERY SIX MONTHS:

- a) Disassemble and lube three (3) backwash valves on pool, one (1) backwash valve on 'rainforest' and note on Daily Log.
- b) Open three (3) pool filters and check the beds for proper filtration and ensure no channeling is taking place and note on Daily Log.
- c) Replace chemical tubing

#### 2) WORKMANSHIP

- a) Work shall be performed by competent employees supervised by a competent supervisor with experience and technically trained in public pool maintenance work.
- b) Contractor shall be experienced and licensed in commercial aquatic maintenance.
- c) Certified Pool Operator is required by person responsible for daily upkeep.
- d) Knowledge and experience with turnover rates, flow rates, saturation index and ppl chemistry relating to total alkalinity, calcium hardness ph and temperatures is necessary. Qualifying experience must be submitted by contractor.
- e) Certified Pool Operator certification must remain current and valid in order to maintain the contract.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

Regular maintenance services, including cleaning and inspections shall be rendered from July 1, 2017 through June 30,2018.

**GONZALES CENTER POOL SERVICE**

Work shall be performed between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday at the Gonzales Community Center, Aquatics Center, 670 Colton Avenue, Colton, CA, 92324.

In addition, contractor shall be on-call for emergency situations (providing multiple contact numbers) and responsive within a reasonable timeframe. Contractor must return calls and make contact with city staff within 60 minutes during week and within 24 hours during weekends. In the event the original caller is not available, Contractor must make contact with another approved staff member.

**EXHIBIT "C"**  
**COMPENSATION**

**GONZALES CENTER POOL SERVICE**

Contractor to be compensated \$2710 per month year-round.

During the months of May, June, July, August, September, the pool will be fully operational and serviced five (5) days per week, Monday through Friday.

During the months of October, November, December, January, February, March and April, the pool will be non-operational and serviced two days per week, Monday and Thursday.

The total annual amount not to exceed \$32,520 for Pool Service.

**Service calls and hourly rate**

- Service calls during business hours (M-F 7:00am-5:00pm) are \$175.00 per hour plus travel.
- Service calls during non-business hours or holidays are \$250 per hour with a 2 hour minimum.

**Repairs to existing equipment**

1. Written estimates will be given for any needed repairs.
2. All written estimates will be submitted for approval before all work will be performed.

**The total compensation shall not exceed Thirty-Seven thousand (\$37,000) without written approval.**

Extra Work may be authorized, as described above, and if authorized, will be compensated at the rates and manner set forth in this agreement.

Contractor shall submit to City a monthly, itemized statement which indicates work completed and hours of services rendered by Contractor, including copies of daily log sheets. This statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement.

City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

CITY OF COLTON

MAINTENANCE SERVICES AGREEMENT

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of July, 2017 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and Commercial Aquatic Services, inc. with its principal place of business at 1121 N. Hawk Circle, Anaheim, CA 92807 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing swimming pool and fountain maintenance services to services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the Annual Swimming Pool Maintenance project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional swimming pool maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of

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performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Deb Farrar, Community Services Director, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Rob Kresge, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from

the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of ONE HUNDRED Dollars (\$100) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City’s decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor’s compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed

or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City,

either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed Thirty-Two Thousand, Five Hundred Twenty (\$32,520) without written approval of City of Colton. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Commercial Aquatic Services, Inc.  
N. Hawk Circle  
Anaheim, CA 92807  
Attn: Heather Woodland

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Deb Farrar, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law: Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND COMMERCIAL AQUATIC SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of July, 2017.

**CITY OF COLTON**

By:   
Bill Smith  
City Manager

Attest:  for  
Carolina Padilla  
City Clerk

**Commercial Aquatic Services, Inc.**

By:   
Signature

Jimmy Hill  
Name (Print)

SALES MANAGER  
Title (Print)

## EXHIBIT "A"

### SCOPE OF SERVICES TECHNICAL SPECIFICATIONS FOR SWIMMING POOL MAINTENANCE

#### 1) GENERAL

##### a) Scope of Work

The work covered shall consist of furnishing all labor, materials, tools, equipment, transportation, and all incidental work and service, on a regular basis as required, in order to maintain the public swimming pool, in a positive manner and in accordance with the following:

##### DAILY:

- a) Testing of chemicals and inspection of all chemical equipment.
- b) Clean, brush & vacuum pool as necessary
- c) Maintain proper chemical levels, as required by law.
- d) Maintain daily log sheet of chemical levels and maintenance.
- e) Clean, inspect, and monitor chemical controller systems, calibrate as necessary.
- f) Clean probes
- g) Lube all bearings as needed
- h) Clean and inspect filter and recirculation system.
- i) Backwash filters as necessary
- j) Check water flow for obstructions, leaks and system condition.
- k) Maintain pool water level and check surge pits.
- l) Clean injectors as necessary.

##### MONTHLY

- a) Once a month, check pool heater for proper burning, flow and efficiency and note on Daily Log.
- b) Provide a list of items, in writing, which may need repair or replacement, so that appropriate budgeting and planning can occur.
- c) Clean Ultra-Violet grate for Rainforest Water Feature

##### EVERY SIX MONTHS:

- a) Disassemble and lube three (3) backwash valves on pool, one (1) backwash valve on 'rainforest' and note on Daily Log.
- b) Open three (3) pool filters and check the beds for proper filtration and ensure no channeling is taking place and note on Daily Log.
- c) Replace chemical tubing

#### 2) WORKMANSHIP

- a) Work shall be performed by competent employees supervised by a competent supervisor with experience and technically trained in public pool maintenance work.
- b) Contractor shall be experienced and licensed in commercial aquatic maintenance.
- c) Certified Pool Operator is required by person responsible for daily upkeep.
- d) Knowledge and experience with turnover rates, flow rates, saturation index and ppl chemistry relating to total alkalinity, calcium hardness ph and temperatures is necessary. Qualifying experience must be submitted by contractor.
- e) Certified Pool Operator certification must remain current and valid in order to maintain the contract.

**EXHIBIT "C"**  
**COMPENSATION**

**GONZALES CENTER POOL SERVICE**

Contractor to be compensated \$2710 per month year-round.

During the months of May, June, July, August, September, the pool will be fully operational and serviced five (5) days per week, Monday through Friday.

During the months of October, November, December, January, February, March and April, the pool will be non-operational and serviced two days per week, Monday and Thursday.

The total annual amount not to exceed \$32,520 for Pool Service.

**Service calls and hourly rate**

- Service calls during business hours (M-F 7:00am-5:00pm) are \$175.00 per hour plus travel.
- Service calls during non-business hours or holidays are \$250 per hour with a 2 hour minimum.

**Repairs to existing equipment**

1. Written estimates will be given for any needed repairs.
2. All written estimates will be submitted for approval before all work will be performed.

**The total compensation shall not exceed Thirty-Seven thousand (\$37,000) without written approval.**

Extra Work may be authorized, as described above, and if authorized, will be compensated at the rates and manner set forth in this agreement.

Contractor shall submit to City a monthly, itemized statement which indicates work completed and hours of services rendered by Contractor, including copies of daily log sheets. This statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement.

City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

**FIRST AMENDMENT TO  
MAINTENANCE SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON  
AND  
COMMERCIAL AQUATICS SERVICES, INC.**

**1. PARTIES AND DATE.**

This First Amendment to the Maintenance Services Agreement FIRST Amendment”) is made and entered into this 19 day of June, 2018 by and between the City of Colton (“City”) and COMMERCIAL AQUATICS SERVICES, INC. (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this FIRST Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated June 1, 2017 (“Agreement”), whereby Contractor agreed to provide General Maintenance Services and Repairs.

2.2 Amendment. City and Contractor desire to amend the Agreement for the FIRST time to add additional compensation approved and completed for necessary pool operation.

**3. TERMS.**

3.1 “Exhibit C is hereby deleted in its entirety and replaced with Exhibit C which increases the total compensation amount for necessary work and repairs for the pool, attached hereto and incorporated herein by reference:

**GONZALES CENTER POOL SERVICE**

Contractor to be compensated \$2710 per month year-round.

During the months of May, June, July, August, September, the pool will be fully operational and serviced five (5) days per week, Monday through Friday.

During the months of October, November, December, January, February, March and April, the pool will be non-operational and serviced two days per week, Monday and Thursday.

**Service calls and hourly rate**

- Service calls during business hours (M-F 7:00am-5:00pm) are \$175.00 per hour plus travel.
- Service calls during non-business hours or holidays are \$250 per hour with a 2 hour minimum.

**Repairs to existing equipment**

1. Written estimates will be given for any needed repairs.
2. All written estimates will be submitted for approval before all work will be performed.

**The total compensation shall not exceed Forty-Three thousand, Eight Hundred, Seventy Three Dollars and Sixty Fives cents (\$43,873.65) without written approval.**

Extra Work may be authorized, as described above, and if authorized, will be compensated at the rates and manner set forth in this agreement.

Contractor shall submit to City a monthly, itemized statement which indicates work completed and hours of services rendered by Contractor, including copies of daily log sheets. This statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement.

City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2 Continuing Effect of Agreement. Except as amended by this FIRST Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this FIRST Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this FIRST Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this FIRST Amendment.

3.4 Counterparts. This FIRST Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR FIRST AMENDMENT TO  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND COMMERCIAL AQUATICS SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this FIRST Amendment to Maintenance Services Agreement as of the 19 day of June 2018

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina Padilla  
City Clerk

**COMMERCIAL AQUATICS SERVICES, Inc.**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR  
 SUBJECT: ANNUAL MAINTENANCE SERVICES AGREEMENT WITH COMMERCIAL AQUATICS SERVICES FOR THE GONZALES CENTER POOL, FY 2018-2019

### RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the Maintenance Services Agreement with Commercial Aquatics Services (CSA), in the amount not-to-exceed \$37,000 annual service for the Gonzales Community Center pool, as per the terms of the MSA, including exhibits attached thereto.

### BACKGROUND

The Gonzales Community Center pool is maintained by a contractor year-round, with peak season being the summer months of May-September.

### ISSUES/ANALYSIS

Quality aquatics maintenance requires advanced Certified Pool Operator certification in addition to experience maintaining healthy water balance, chemical dosing, and troubleshooting pumps, filters, and the chemical delivery systems. Without proper knowledge of the aquatics specialty equipment and the potential chemical impacts on the equipment, there is the potential for long term damage to the equipment in the pump room.

Commercial Aquatics Services (CAS) has extensive knowledge and experience in operating and maintaining public aquatic facilities. This agreement will allow CAS to maintain the Gonzales Community Center Pool. During the operational summer months of May-September, CAS will report five times per week to the Pool to ensure healthy water for swimming and making chemical adjustments based on the air temperature, bather load, and balance between all chemical levels. Twice-weekly visits during the off-season of October-April will keep the equipment operating properly and assist in ensuring the longevity of the equipment life. This is in addition to responding to unexpected maintenance issues which arise from the age of the facility. The FY18-19 contract includes the addition of monthly cleaning of the Ultra-Violet grate for the Rainforest water feature and the semi-annual replacement of chemical tubing for the chemical delivery system.

Commercial Aquatics Services provided maintenance service during the past fiscal year after being awarded the contract at the end of a competitive bid process. Through the year, we have found them to provide high quality, efficient services at a competitive price and they remain the lowest responsible bidder.

### **FISCAL IMPACTS**

Funding has been allocated for this project in expenditure account: 100-6200-6203-2350, no additional funding is required.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Proposed Aquatics Maintenance Services Agreement

CITY OF COLTON

MAINTENANCE SERVICES AGREEMENT

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of July, 2018 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Commercial Aquatic Services, Inc. with its principal place of business at 1121 N. Hawk Circle, Anaheim, CA 92807 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing swimming pool and fountain maintenance services to services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the Annual Swimming Pool Maintenance project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional swimming pool maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of

performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Deb Farrar, Community Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Rheanna Connor, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from

the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of ONE HUNDRED Dollars (\$100) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City’s decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor’s compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed

or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City,

either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed Thirty Seven Thousand Dollars (\$37,000) without written approval of City of Colton. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Commercial Aquatic Services, Inc.  
N. Hawk Circle  
Anaheim, CA 92807  
Attn: Rheanna Connor

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Deb Farrar, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who

have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND COMMERCIAL AQUATIC SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of July, 2018.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina Padilla  
City Clerk

**Commercial Aquatic Services, Inc.**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## **EXHIBIT "A"**

### **SCOPE OF SERVICES TECHNICAL SPECIFICATIONS FOR SWIMMING POOL MAINTENANCE**

#### **1) GENERAL**

##### **a) Scope of Work**

The work covered shall consist of furnishing all labor, materials, tools, equipment, transportation, and all incidental work and service, on a regular basis as required, in order to maintain the public swimming pool, in a positive manner and in accordance with the following:

##### **DAILY:**

- a) Testing of chemicals and inspection of all chemical equipment.
- b) Clean, brush & vacuum pool as necessary
- c) Maintain proper chemical levels, as required by law.
- d) Maintain daily log sheet of chemical levels and maintenance.
- e) Clean, inspect, and monitor chemical controller systems, calibrate as necessary.
- f) Clean probes
- g) Lube all bearings as needed
- h) Clean and inspect filter and recirculation system.
- i) Backwash filters as necessary
- j) Check water flow for obstructions, leaks and system condition.
- k) Maintain pool water level and check surge pits.
- l) Clean injectors as necessary.

##### **MONTHLY**

- a) Once a month, check pool heater for proper burning, flow and efficiency and note on Daily Log.
- b) Provide a list of items, in writing, which may need repair or replacement, so that appropriate budgeting and planning can occur.
- c) Clean Ultra-Violet grate for Rainforest Water Feature

##### **EVERY SIX MONTHS:**

- a) Disassemble and lube three (3) backwash valves on pool, one (1) backwash valve on 'rainforest' and note on Daily Log.
- b) Open three (3) pool filters and check the beds for proper filtration and ensure no channeling is taking place and note on Daily Log.
- c) Replace chemical tubing

#### **2) WORKMANSHIP**

- a) Work shall be performed by competent employees supervised by a competent supervisor with experience and technically trained in public pool maintenance work.
- b) Contractor shall be experienced and licensed in commercial aquatic maintenance.
- c) Certified Pool Operator is required by person responsible for daily upkeep.
- d) Knowledge and experience with turnover rates, flow rates, saturation index and ppl chemistry relating to total alkalinity, calcium hardness ph and temperatures is necessary. Qualifying experience must be submitted by contractor.
- e) Certified Pool Operator certification must remain current and valid in order to maintain the contract.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

Regular maintenance services, including cleaning and inspections shall be rendered from July 1, 2018 through June 30,2019.

**GONZALES CENTER POOL SERVICE**

Work shall be performed between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday at the Gonzales Community Center, Aquatics Center, 670 Colton Avenue, Colton, CA, 92324.

In addition, contractor shall be on-call for emergency situations (providing multiple contact numbers) and responsive within a reasonable timeframe. Contractor must return calls and make contact with city staff within 60 minutes during week and within 24 hours during weekends. In the event the original caller is not available, Contractor must make contact with another approved staff member.

**EXHIBIT "C"**  
**COMPENSATION**

**GONZALES CENTER POOL SERVICE**

Contractor to be compensated \$2710 per month year-round.

During the months of May, June, July, August, September, the pool will be fully operational and serviced five (5) days per week, Monday through Friday.

During the months of October, November, December, January, February, March and April, the pool will be non-operational and serviced two days per week, Monday and Thursday.

The annual amount for daily/monthly Pool Service equals \$32,520.

**Service calls and hourly rate**

- Service calls during business hours (M-F 7:00am-5:00pm) are \$175.00 per hour plus travel.
- Service calls during non-business hours or holidays are \$250 per hour with a two (2) hour minimum.

**Repairs to existing equipment**

1. Written estimates will be given for any needed repairs.
2. All written estimates will be submitted for approval before all work will be performed.
3. Total annual cost of supplemental repairs will not exceed \$4,480.

**The total compensation for both regular pool service and approved supplemental repairs shall not exceed Thirty-Seven Thousand (\$37,000) without written approval.**

Extra Work may be authorized, as described above, and if authorized, will be compensated at the rates and manner set forth in this agreement.

Contractor shall submit to City a monthly, itemized statement which indicates work completed and hours of services rendered by Contractor, including copies of daily log sheets. This statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement.

City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.



# STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: REJECT BIDS FOR PURCHASE OF LED STREET LIGHT FIXTURES AND PHOTO CONTROLS

## RECOMMENDED ACTION

It is recommended that the Colton City Council reject all bids for GE LED Cobra Head Street Light and Photo Controls and authorize staff to prepare a new Notice Inviting Bids for this requirement.

## BACKGROUND

In 2009, the Colton Electric Department (CED) used funding from an Energy Efficiency Conservation Block Grant (EECBG) from the US Department of Energy for the purchase of LED streetlight fixtures to retrofit existing streetlights in the City's Landscape and Lighting Maintenance Districts (LLMD's). This retrofit project was successful, and the CED began a multi-year Capital Improvement program to retrofit existing streetlights with LED fixtures.

CED continues to replace existing streetlights with LED fixtures. The target areas for the current year are Mill Street, South Washington, and other areas still to be determined. The LED fixtures are also used for new installations when available.

## ISSUES/ANALYSIS

Staff issued a Notice Inviting Bids, NIB-RG-18006, for the purchase of 600 General Electric (GE) Evolve LED, or equivalent, streetlight fixtures and photo controls on May 15, 2018. The Notice Inviting Bids and related documents were distributed through BidNet, the City's online bid system. BidNet notified registered vendors of the bid opportunity. The Notice Inviting Bids was also posted at City Hall.

Shortly after the Notice Inviting Bids was posted, CED staff became aware of a recent decision by GE to sell off its lighting division. Bidders were advised that they could submit pricing from other

manufacturers so long as the specifications for the alternate fixtures were equivalent to the specified fixtures. A public bid opening was held on May 30 2018, at 9:30 AM at the Electric Department Administration Offices. Three vendors, Graybar Electric, One Source Supply solutions, and Wesco Distribution, submitted bids. Wesco submitted two separate bids for LED fixtures, one from GE and the other from American Electric Lighting (AEL), as an alternate. Graybar Electric submitted pricing on a CREE fixture made from a molded (plastic) material. The GE fixtures specified in the Bid Sheet are made from an aluminum material.

CED has utilized CREE fixtures in past years; however, the CREE fixtures previously used in our system are made from aluminum. CED has not approved any fixtures made from plastic materials to be used for LED street light fixtures. For this reason, CED has determined that the bid submitted by Graybar does not meet the City's specification. If the bidder had submitted the CREE fixture made from aluminum as an alternate, CED would have considered it as an acceptable alternate. CED has received correspondence from the CREE distributor protesting the determination that their "molded" fixture does not meet our specification and staff's recommendation to award to the second lowest bidder.

CED evaluated the GE and CREE fixtures in FY16/17, and made a determination at that time to standardize to the GE fixture. Since GE has now announced it is selling its lighting divisions, CED is forced to consider other options for LED needs. For this reason, staff is preparing modifications to the LED specification, is requesting the City Council reject all bids, and authorize staff to issue a new Notice Inviting Bids with the revised specification.

### **FISCAL IMPACT**

Sufficient funds for the purchase of the LED streetlight fixtures and photo controls are approved in the Fiscal Year 17/18 budget, and will be carried over to FY18/19 budget.

### **ALTERNATIVES**

1. The City Council can provide alternative direction to staff.

### **ATTACHMENTS**

1. Bid Analysis

CITY OF COLTON  
 BID ANALYSIS

		GE LED STREETLIGHT FIXTURES BID DATE: 5/30/18											
ITEM #	QTY	DESCRIPTION	ONE SOURCE Occaside, CA		GRAYBAR San Bernardino, CA		WESCO Cerritos, CA		WESCO Cerritos, CA		WESCO Cerritos, CA		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	200	GE Evolve LED Roadway Lighting Street Luminaire P/N ERL1004B340AGRAYX	\$150.00	\$32,325.00	\$142.220	\$30,648.41	\$165.59	\$35,684.65	\$145.16	\$31,281.98			
2	200	GE Evolve LED Roadway Lighting, Street Luminaire P/N ERL1008B340AGRAYX	\$220.00	\$47,410.00	\$195.560	\$42,143.18	\$231.18	\$49,819.29	\$200.00	\$43,100.00			
3	200	GE Evolve LED Roadway Lighting Street Luminaire P/N ERL1010C340AGRAYX	\$248.00	\$53,444.00	\$195.560	\$42,143.18	\$260.22	\$56,077.41	\$227.77	\$49,084.44			
4	600	Gateway Long Life Photo Control, P/N Model GW-LL1127-1.5BK	\$17.30	\$11,184.45	\$11.04	\$7,137.36	N/B		\$13.33	\$8,617.85			
MANUFACTURER:			GE/Intermatic		CREE/Fischer-Perce **DOES NOT MEET COLTON SPEC*		GE		American Electric Lighting				
TOTAL BID AMOUNT:			\$144,363.45		\$122,072.13		\$141,581.35		<del>\$132,084.26</del>				
DELIVERY :			65 Days		28-42 Days		63-108 Days		56 Days				
TOTAL OF AWARD:					\$72,791.59						\$49,084.44		

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## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: FIRST AMENDMENT TO INCREASE COMPENSATION TO THE MAINTENANCE SERVICES AGREEMENT FOR CSR COMPANY IN THE AMOUNT OF \$20,000

### RECOMMENDED ACTION

It is recommended that the City Council approve the First Amendment to the Maintenance Services Agreement with CSR Company for the maintenance of heating, ventilation, and air conditioning system repairs in the amount of \$20,000.

### BACKGROUND

The City has in excess of 200 AC and Heating units throughout the various City facilities. The majority of these units are over 25 years old. The Building Maintenance Division is responsible for routine maintenance and minor repairs of these units. Due to staffing levels and budget constraints, most repairs are performed by an outside contractor.

### ISSUES/ANALYSIS

On July 20, 2017, the City entered into a Maintenance Services Agreement (MSA) with CSR Company to provide maintenance and repair services to the various AC and Heating units at City facilities for Fiscal Year 17/18. The (MSA) was executed by the City Manager for the amount not-to-exceed \$25,000 in accordance with Colton Municipal Code 3.08.060(a). The actual cost for maintenance and necessary repairs to the various units through May, 2018 have exceeded the original amount by over \$11,000. Because the facilities served by these units are often utilized by the public (such as the community centers, libraries, childcare facilities, and City Hall lobby), and are critical to efficient and reliable operations (electric substations and fire stations), repairs above the \$25,000 amount were authorized as emergencies.

Colton Municipal Code 3.08.140(e) provides that the City Manager may authorize work in excess of \$25,000, without a formal bid process, when an emergency exists. In such cases, the expenses still need to be approved by the City Council after the fact. Since the AC units serve highly used public areas as noted above, and also serve to keep critical components of the City's electric system operational (four electric substations), it was necessary to have work performed immediately. Staff is requesting the City Council now approve the First Amendment to the MSA with CSR for the additional expenditures.

### **FISCAL IMPACTS**

Sufficient funds are budgeted and available in the FY17-18 Building Maintenance Professional Services account no. 605-6150-6211-2350 to increase the contract.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – First Amendment to the Maintenance Services Agreement

# **EXHIBIT A**

## **First Amendment to the Maintenance Services Agreement**

**FIRST AMENDMENT TO  
MAINTENANCE SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON  
AND  
CSR COMPANY**

**1. PARTIES AND DATE.**

This 1<sup>st</sup> Amendment to the Maintenance Services Agreement (“1<sup>st</sup> Amendment”) is made and entered into this 19<sup>th</sup> day of June, 2018 by and between the City of Colton (“City”) and CSR Company Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this 1<sup>st</sup> Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated July 20, 2017, (“Agreement”), whereby Contractor agreed to provide maintenance of heating, ventilation, and air conditioning system repairs.

2.2 Amendment. City and Contractor desire to amend the Agreement for the 1<sup>st</sup> time to increase contract amount by \$20,000.

**3. TERMS.**

3.1 Fees and Payments. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.3.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in revised Exhibit “C” of the original agreement attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty-Five Thousand Dollars With Zero Cents (\$45,000)** without written approval of City’s Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this 1<sup>st</sup> Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this 1<sup>st</sup> Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this 1<sup>st</sup> Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 1<sup>st</sup> Amendment.

3.4 Counterparts. This 1<sup>st</sup> Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR FIRST AMENDMENT TO  
MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND CSR COMPANY**

IN WITNESS WHEREOF, the Parties have entered into this 1<sup>st</sup> Amendment to Maintenance Services Agreement as of the 19<sup>th</sup> day of June, 2018.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**CSR COMPANY**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "C"**  
**COMPENSATION**

The total compensation shall not exceed **Forty-Five Thousand Dollars With Zero Cents (\$45,000)** without written approval of City's Council.

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## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: ARTHUR W. MORGAN, ECONOMIC DEVELOPMENT MANAGER  
 SUBJECT: APPROVE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND THE COLTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2018 – 2019; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

### RECOMMENDED ACTION

Approve a Contractual Services Agreement (“Agreement”) with the Colton Chamber of Commerce (“Chamber”) for the 2018-2019 Fiscal Year; and authorize the City Manager to execute the Agreement.

### BACKGROUND

The City, through its former redevelopment agency, has had an annual Agreement with the Chamber which has included compensation in the amount of \$25,000, a scope of services and performance measures, since fiscal year 2006/2007. Services performed under the Agreement have been paid in quarterly installments following receipt of monthly progress reports submitted on a quarterly basis.

On September 19, 2017, Council approved the 2017-2018 Fiscal Year Agreement with the Chamber of Commerce, and adopted Resolution R-78-17, approving an amendment to the budget for an additional \$10,000. The compensation of \$25,000 had not changed since Fiscal Year 2006 – 2007. Since 2005, the Consumer Price Index has increased 195.300 percent, equating to \$11,177 annually to compensate for inflation.

At the December 15, 2017 meeting, Council approved Amendment #1 to the September 19<sup>th</sup> Agreement, in an attempt to make the record-keeping less cumbersome for the Chamber, since providing acceptable documentation had become more difficult over the past few years.

## ISSUES/ANALYSIS

When the supporting documentation for the first quarter of Fiscal Year 2017 – 18 was received for review by Economic Development and Finance Staff, Finance was unable to approve many of the items listed due to the specificity of the descriptions in the contract attachments. The attempt to make paperwork less cumbersome actually made acceptable supporting documentation more difficult. During a recent random internal contract audit, Finance Staff determined that the descriptions of tasks listed in the Exhibits A and B did not match the supporting documentation of work performed by the Chamber and its Executive Director. As written, Finance indicated that, based on audit standards, no flexibility for payment could be made given the documentation of work did not meet the criteria outlined in the scope to work of the contract.

The task descriptions in the Staff Report, the Scope of Services Exhibit and the Quarterly Reporting Exhibit can each result in differing interpretations when defining the scope, which has caused confusion, rather than clarity. This was also not the intention of the Agreement, as viewed by Economic Development Staff. From Staff's perspective, the Chamber accomplishes business retention and expansion efforts through their outreach to businesses, fostering business development and growth, and assisting area community groups in ways that help grow Colton's sense of civic pride and network for business success.

Since the Scope of Services in the Staff Report generally defines the activities that Economic Development sees as helpful to the City's businesses and economic development efforts, Staff recommends combining the descriptions in the former scope and performance reporting and compensation documents into one document (Exhibit A to the Agreement). This will result in a more flexible definition of the services and a clearer description of supporting documentation. For example, assistance offered or received is not always simply assistance. It can be outreach that benefits Colton citizens, or collaboration that can retain businesses or help train our youth. The explanations of tasks should allow for similar work, and similar government and community organizations to participate with Colton to reach our goals.

Economic Development considers the Chamber to be very valuable to the City for business retention, expansion and civic engagement. Since there are only two Staff members in Economic Development, Staff appreciates the assistance of the Chamber to meet with businesses and communicate needs and questions back to Staff. The Chamber's attendance and assistance to certain events inside and outside the City shows that Colton is willing to be involved regionally. As a result of these collaborations, Colton's businesses and Community groups benefit. Staff feels that presence at these events multiply the efforts of Staff.

Staff recommends that the compensation for activities for Fiscal Year 2018-2019 Chamber Agreement remain at \$35,000 to allow the Chamber Executive Director to have some office help which will allow more time in the field helping businesses and making referrals for assistance to Economic Development staff. Due to the lack of reimbursement approvals, the Chamber was not able to hire any additional office help during the 2017 – 2018 Agreement period.

At their meeting held on June 14, 2018, the Board of Directors of the Chamber of Commerce approved the proposed 2018-2019 Fiscal Year Agreement. The Scope of Services, generally outlining the services that are requested of the Chamber to assist economic development efforts are summarized below:

**Scope of Work:**

- Conduct networking/speaker engagements that provide valuable information to businesses.
- Create and maintain an internet presence through the current Chamber website and Facebook Page.
- Conduct or provide for small business development workshops for small businesses.
- Function as a Business Liaison and Resource/Referral Center for businesses and for community events.
- Create and maintain an online master calendar of community and civic organization events.
- Develop new or use existing materials to provide to new residents/businesses.
- Provide legislative information regarding business issues that may affect them.
- Work with Economic Development to help coordinate Grand Openings and Ribbon Cutting Ceremonies for Colton businesses and officials.
- Prepare and maintain a spreadsheet of business inquiries/contacts/site visits and business leads received by phone, staff, or Councilmember request.
- Work with Economic Development staff to produce promotional information for the City, and conduct a brief survey of each business visited to determine ongoing needs for business development.
- Collaborate with groups such as the Workforce Development Board, San Bernardino Alliance for Education and Colton High School et. al., nurturing “home grown” future business owners, workforce, and community leaders.
- Work closely with Colton Unified School District and other education-focused and/or Career-focused groups to help in the professional development of Colton youth.
- Conduct or assist with alliance meetings between the Chamber of Commerce, the City of Colton, and local Colton businesses for the sharing of goals and needs for the businesses.
- Complete Monthly Reports and submit quarterly, noting the Chamber’s monthly activities referenced within the Scope of Services.

**FISCAL IMPACTS**

\$35,000 for the Chamber Contract is budgeted in the City’s Economic Development Fiscal Year 2018-2019 Budget, in account number 100-6020-9050-2350-0000-000. Funds will be paid to the Chamber on a quarterly reimbursement basis, after approval by Economic Development staff, pursuant to the Agreement.

In addition to the basic contract amount and in accordance with the agreement, the Chamber pays the gas bill, and the City “donates” the space (2,760 square feet); and, pays for electric, water and trash which, according to the City’s Finance Department, is equivalent to approximately \$18,000 per year.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Attachment “A”: Contractual Services Agreement, which includes an Exhibit “A”

**ATTACHMENT "A"**

**Contractual Services Agreement with the  
Colton Chamber of Commerce**

**CITY OF COLTON  
CONTRACTUAL SERVICES AGREEMENT  
WITH THE COLTON CHAMBER OF COMMERCE**

**ARTICLE 1. PARTIES.**

THIS CONTRACTUAL SERVICES AGREEMENT (hereinafter the "Agreement") is made this 5<sup>th</sup> day of June, 2018, (the "Effective Date") by and between the City of Colton (hereinafter the "City"), a municipal corporation, with its principal place of business at 650 N. La Cadena Drive, California 92324, and the Colton Chamber of Commerce (hereinafter the "Chamber"), a California nonprofit corporation, with its principal place of business at 655 N. La Cadena Drive, California 92324. The City and the Chamber are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**ARTICLE 2. RECITALS.**

**2.1** The Chamber desires to perform and assume responsibility and obligation for the provision of certain services ("Services"), as hereinafter described, on the terms and conditions set forth herein.

**2.2** The City desires to engage the Chamber to render such Services, as hereinafter described in the terms and conditions set forth herein.

**ARTICLE 3. ENGAGEMENT AND SERVICES OF THE CHAMBER.**

**3.1 Engagement of the Chamber.** The City hereby engages the Chamber and the Chamber promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. The Services are more particularly described in Exhibit "A" entitled "Scope of Services/Claim Amount and Approval", which is attached hereto and incorporated herein by reference. The Chamber agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. Chamber shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**ARTICLE 4. RESPONSIBILITIES OF THE CHAMBER.**

**4.1 Progress.** The Chamber shall work closely and cooperate fully with the City and shall be available to the City at all reasonable times. The Chamber shall complete and provide a Quarterly Report on the progress of the activities and projects conducted in connection with this Agreement at the end of each of the following months: September, December, March and June. The information required in the Quarterly Report is generally incorporated into Exhibit "A".

**4.2 [Intentionally Omitted]**

**4.3 Political Activities.** During the term of this Agreement, the Chamber shall not contribute, donate or otherwise expend funds received from the City for compensation of Services under this Agreement to advocate or oppose any local municipal election issue or candidate.

**4.4 The Chamber's Responsibilities for Costs and Expenses.** Except as otherwise expressly stated herein, the Chamber shall be responsible for all costs and expenses incurred relative to the Chamber, personnel of the Chamber and any subconsultants of the Chamber in connection with the performance of these Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, document reproduction expenses and the monthly bill from The Gas Company.

**4.5 Independent Contractor.** The Services shall be performed by the Chamber or under its supervision. The Chamber shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Chamber represents that it possesses the professional and technical personnel required to perform the Services. The City retains the Chamber on an independent contractor basis and not as an employee of the City. The personnel performing the Services on behalf of the Chamber shall at all times be under the Chamber's exclusive direction and control.

**4.6 Key Personnel.** The Chamber has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, the Chamber may substitute other personnel of at least equal competence upon prior written approval of the City. In the event that the City and the Chamber cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the Services by the Chamber at the request of the City. The key personnel for performance of this Agreement is the Chamber Executive Director.

**4.7 The City's Representative.** The City hereby designates the City Manager, or his/her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf

of the City for all purposes under this Agreement. The Chamber shall not accept direction or orders from any person other than the City's Representative or his or her designee. In addition, use of City personnel and resources under this Agreement shall be expressly limited, as provided for herein. Failure to comply with such limitations shall be grounds to terminate this Agreement for cause.

**4.8 The Chamber's Representative.** The Chamber hereby designates the President of the Chamber Board of Directors or his or her designee, to act as its representative for the performance of this Agreement ("Chamber's Representative"). The Chamber's Representative shall have full authority to represent and act on behalf of the Chamber for all purposes of this Agreement. The Chamber's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**4.9 Standard of Care.** The Chamber shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Chamber represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Chamber warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the Chamber represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from providing the Services under this Agreement and shall not be re-employed to perform any of the Services under this Agreement.

**4.10 Laws and Regulations.** All aspects of the provision of the Services by the Chamber shall conform to all applicable City, county, state, and federal laws, rules and regulations in effect at the time the services are provided. All Services shall be subject to approval of the City. The Chamber shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. The Chamber shall be liable for all violations of such laws and regulations in connection with its Services. If the Chamber performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Chamber shall be solely responsible for all costs arising therefrom. The Chamber shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or failure to comply with such laws, rules or regulations.

**4.11 Prohibition Against Use of Public Funds for Mass Mailings.** The Chamber

acknowledges and understands that in order to comply with State law, none of the City funds received in compensation for the Services shall be used for the design, production, printing or distribution of any publication, advertisement or other printed material that could be considered a prohibited mass mailing under the Political Reform Act (PRA) (Government Code § 81000 et seq.), as well as the regulations implementing the PRA (Title 2, Cal. Code of Regulations § 18700 et seq.), in accordance with the limitations prescribed in Section 6.2 of this Agreement.

#### **4.12 Insurance.**

**4.12.1 Time for Compliance.** Chamber shall not commence providing Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Chamber shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

**4.12.2 Minimum Requirements.** Chamber shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Chamber, its agents, representatives, employees or subcontractors. Chamber shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

**(1) Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**(2) Minimum Limits of Insurance.** Chamber shall maintain limits no less than: (A) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

**4.12.3 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Chamber shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

**(1) General Liability.** The general liability policy shall be endorsed to state that: (A) the City and its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Chamber, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Chamber's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officials, officers, employees, agents and volunteers shall be excess of the Chamber's insurance and shall not be called upon to contribute with it.

**(2) Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Chamber or for which the Chamber is responsible; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Chamber's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Chamber's insurance and shall not be called upon to contribute with it.

**(3) Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Chamber.

**(4) All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

**4.12.4 Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City its directors, officials, officers, employees, agents and volunteers.

**4.12.5 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Chamber shall guarantee that, at the option of the City, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and its respective directors,

officials, officers, employees, agents and volunteers; or (B) the Chamber shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**4.12.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

**4.12.7 Verification of Coverage.** Chamber shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City, if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **ARTICLE 5. RESPONSIBILITIES OF THE CITY.**

**5.1 Cooperation.** The City shall cooperate with the Chamber relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by the Chamber, and shall make that information and related data available for the Chamber's use during the performance of this Agreement.

**5.2** This section intentionally left blank.

## **ARTICLE 6. COMPENSATION.**

**6.1 Compensation.** Compensation under this contract will be paid for services performed by the Chamber for the City. The Chamber shall submit to the City a quarterly invoice. The City shall, within 45 days of receiving such invoice, review the invoice and pay to the Chamber, as a reimbursement for services rendered, all work approved by the Economic Development Manager after review and acceptance of documentation provided. Activities are generally described in Exhibit "A", Scope and Expected Performance, and may be earned by the Chamber and approved by the City in any quarter of the fiscal year, however, total compensation under this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000). Total compensation cannot be increased beyond this amount without prior written approval of the City Council.

**6.2 Use of City Funds.** Use of the funds paid by the City under this Agreement shall be expressly limited, as follows:

**6.2.1** The Chamber shall segregate in a separate accounting fund all City funds paid under this Agreement, and Chamber shall not use any amount of such money

for the design, production, printing or distribution of any publication, advertisement or other printed material that could be considered a prohibited mass mailing under the PRA (Government Code § 81000 et seq.), as well as the regulations implementing the PRA (Title 2, Cal. Code of Regulations § 18700 et seq.). The parties shall generally refer to Government Code section 89001 and Title 2 Cal. Code of Regulations section 18901, as well as opinions and advice letters of the California Fair Political Practices Commission (FPPC), to determine if a publication, advertisement or other printed material may be a prohibited mass mailing.

**6.2.2** In addition, no City resources (staff time, computers, etc.) shall be used in the distribution of any such publication, advertisement or printed material, and no more than fifty dollars (\$50) of such City resources shall be used in the design, production or printing of any such item.

**6.2.3** The Chamber shall keep accurate accounting records, in accordance with Section 6.5 of this Agreement, with respect to the maintenance and expenditure of segregated City funds.

**6.3 Reimbursements.** The Chamber shall not be reimbursed for any expenses unless authorized in writing by the City Council.

**6.4 Reporting.** The City may, in its sole and absolute discretion, withhold payment of compensation should the Chamber fail to provide the City with Monthly Reports on a quarterly basis as required under Section 4.1 of this Agreement.

**6.5 Accounting Records.** The Chamber shall maintain complete and accurate records with respect to the \$35,000 in funds expended under this Agreement. All such records shall be clearly identifiable. The Chamber shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. The Chamber shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**6.6 Leased Space – Chamber Offices.** The Chamber shall have the use, at no charge, of 2,760 square feet as shown in Exhibit “D” in the Civic Center Annex, located at 655 N. La Cadena Drive, Colton California. The Chamber of Commerce shall receive electric, water and trash at this location at no cost. Natural gas for the portion of the building designated as “Chamber - Square Footage” (Exhibit “C”) will, separate from this Agreement, be calculated and billed by the Public Works Department of the City of Colton and is the responsibility of the Chamber.

**6.7 Payment of Taxes.**

The City, as Lessor, shall pay any real and personal property taxes assessed against the Leased Premises. The Chamber, as Lessee, acknowledges that this Lease

creates a taxable possessory interest in Lessee and Lessee shall pay any possessory interest tax imposed against the Lessee and the Leased Premises.

## **6.8 Alterations and Additions.**

The Lessee shall not, without the prior written consent of Lessor, make any alterations, improvements or additions in or about the Leased Premises. All fixtures, improvements or additions made to the Leased Premises by Lessee shall become the property of the Lessor at the expiration or termination of the Lease, without compensation whatsoever to Lessee.

## **ARTICLE 7. GENERAL PROVISIONS.**

### **7.1 Termination of Agreement.**

**7.1.1 Grounds for Termination.** The City may, by written notice to the Chamber, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the Chamber of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. The Chamber may, by written notice to the City, terminate this Agreement at any time and without cause by giving written notice to the City of such termination, and specifying the effective date thereof, at least (7) days before the effective date of such termination. Upon termination, the Chamber shall be compensated only for those Services which have been adequately rendered to City, and the Chamber shall be entitled to no further compensation.

**7.1.2 Effect of Termination.** If this Agreement is terminated in whole or in part as provided herein, the City may require the Chamber upon request to provide all finished or unfinished Documents and Data and other information of any kind prepared by the Chamber in connection with the performance of Services under this Agreement. The Chamber shall be required to provide such Documents & Data and other information within fifteen (15) days of the request.

**7.1.3 Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**7.2. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

<b>Chamber:</b>	Colton Chamber of Commerce 655 N. La Cadena Drive Colton, California 92324 Attn: President of Board of Directors
-----------------	---------------------------------------------------------------------------------------------------------------------------

**City:** City of Colton  
650 N. La Cadena Drive  
Colton, California 92324  
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**7.3 Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Chamber under this Agreement ("Documents & Data") to the degree that the Chamber has been compensated. The Chamber shall require all subcontractors to agree in writing that the City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. The Chamber represents and warrants that the City has the legal right to license any and all Documents & Data. The Chamber makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than the Chamber or provided to the Chamber by the City. The City shall not be limited in its use of the Documents and Data based to the degree the Chamber has been compensated for work performed in accordance with Exhibit "A" – Scope of Services and Exhibit "C" - Compensation at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

**7.4 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided in connection with the performance of this Agreement shall be held confidential by the Chamber. Such materials shall not, without the prior written consent of City, be used by the Chamber for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to the Chamber which is otherwise known to the Chamber or is generally known, or has become known, to the related industry shall be deemed confidential. The Chamber shall not use the City's name or insignia, photographs of any product of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

**7.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

**7.6 Attorneys Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

**7.7 Indemnification.** The Chamber shall defend, indemnify and hold the City and their directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, but only to the extent arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of the Chamber, its officials, officers, employees, agents and contractors arising out of the performance of the Services, or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The Chamber shall not be liable for the negligent acts, errors or omissions of the City. The Chamber shall defend, at the Chamber's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and their directors, officials, officers, employees, volunteers or agents. The Chamber shall pay and satisfy any judgment, award or decree that may be rendered against the City or their directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. The Chamber shall reimburse the City and their directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Chamber's obligation to indemnify shall be restricted to insurance proceeds.

**7.8 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**7.9 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

**7.10 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**7.11 City's Right to Employ Other Consultants.** The City and Chamber, collectively, reserves right to employ other consultants in connection with this Project.

**7.12 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by the Chamber without the prior written consent of City.

**7.13 Assignment or Transfer.** The Chamber shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any

assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**7.14 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to the Chamber include all personnel, employees, agents, and subcontractors of the Chamber, except as otherwise specified in this Agreement. All references to the City include their respective directors, elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**7.15 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**7.16 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**7.17 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Notwithstanding the foregoing, the Parties agree that the City is an intended third party beneficiary under this Agreement.

**7.18 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**7.19 Prohibited Interests.** The Chamber maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Chamber, to solicit or secure this Agreement. Further, the Chamber warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Chamber, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**7.20 Equal Opportunity Employment.** The City represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The City shall also comply with all relevant provisions of the City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**7.21 Labor Certification.** By its signature hereunder, the Chamber certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**7.22 Authority to Enter Agreement.** The Chamber has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**7.23 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**7.24 Subcontracting.** The Chamber shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[Signatures on following pages]**

**CITY:**

CITY OF COLTON  
a California municipal corporation

**CHAMBER:**

COLTON CHAMBER OF COMMERCE  
a California non-profit corporation

By: \_\_\_\_\_  
William R. Smith,  
City Manager

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

**ATTEST:**

\_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**APPROVED AS TO LEGAL FORM:**

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
City Attorney

## Exhibit “A”

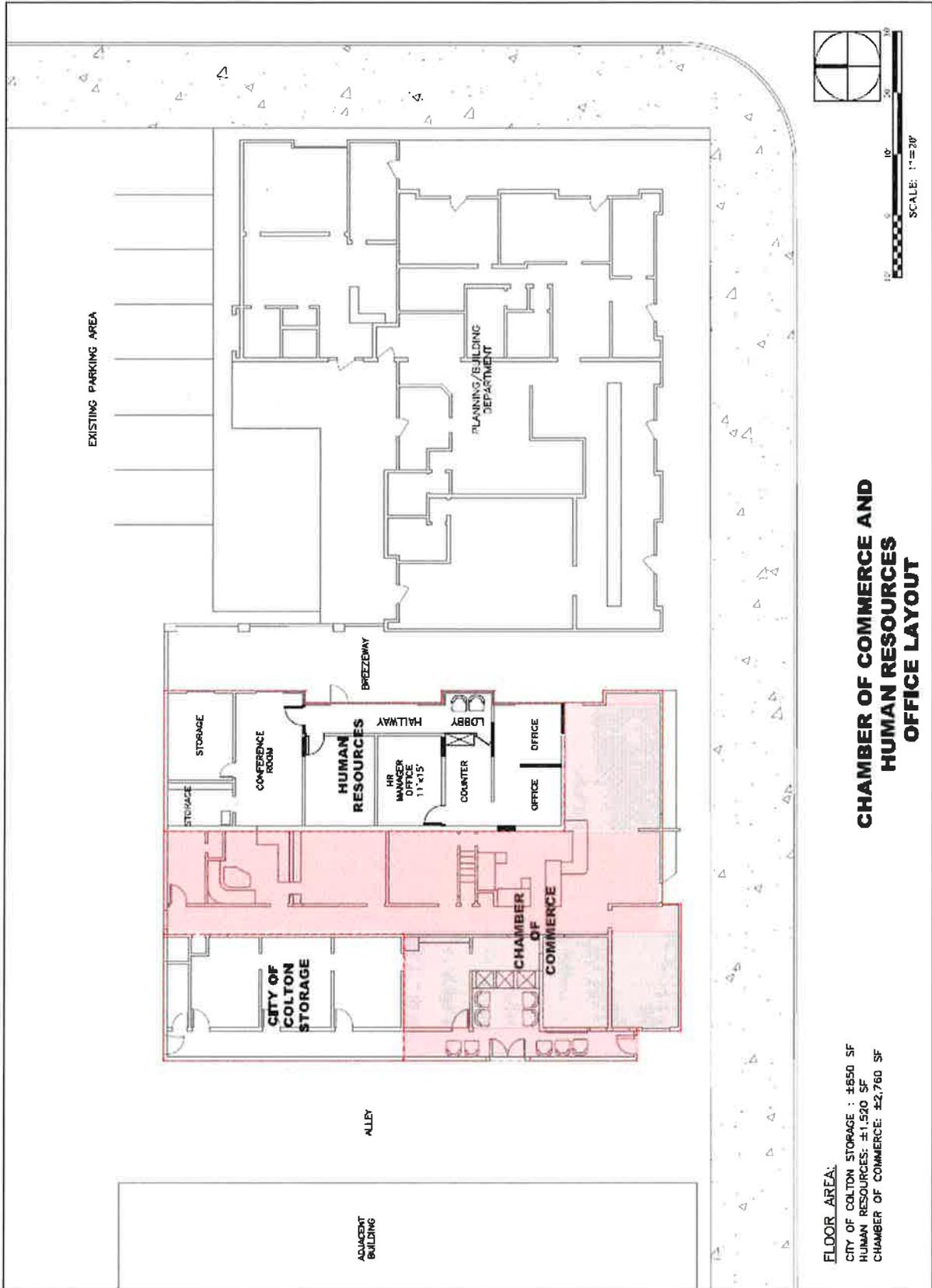
### Scope and Expected Performance

The general descriptions of each item set forth in the Exhibit “A” may be amended by the mutual written agreement of the City’s Representative and the Chamber’s Representative

	Month/Docs Accepted
1. Monthly Meetings. Introductions, general networking and updates to Chamber members and attendees. Provide sign-in sheet if available.	
2. Legislative Briefings. <ul style="list-style-type: none"> <li>a. Attend and promote public legislative briefings and Candidate forums in and around Colton. Provide updates at Monthly Meetings.</li> </ul>	
3. Chamber Websites. <ul style="list-style-type: none"> <li>a. Maintain Chamber website and Facebook page. Post new and upcoming events. Admin posts on Facebook to highlight Member businesses—at least 2 per month. Develop Member Advertising program for the Member Highlight.</li> </ul>	
4. Master Calendar. <ul style="list-style-type: none"> <li>a. Online Chamber, community and civic organization calendar, with events published on website.</li> </ul>	
5. Business Development Workshops. <ul style="list-style-type: none"> <li>a. Goal is at least one per quarter. Partner with offsite workshops and job fairs of benefit to Chamber Members and Colton Job-Seekers.</li> </ul>	
6. Business Assistance. <ul style="list-style-type: none"> <li>a. Business Red Team. Refer businesses to Economic Development for questions, provide information and referrals to business as needed. A member of the Economic Development team must attend, along with other departments as determined by Economic Development.</li> </ul>	
7. Referrals and Member Services. <ul style="list-style-type: none"> <li>a. Develop and/or distribute a New Members packet, using City New Business packet as a base. Keep a log of contacts and information and referrals provided as possible.</li> <li>b. Welcome contact for each new Chamber Member.</li> </ul>	

<p>8. Promotions, Special Events, Member mixers, Ribbon Cuttings, and other like events.</p> <ul style="list-style-type: none"> <li>a. Special Events—City Events, events promoted on behalf of a Council Member, or for the benefit of City Businesses or Civic Pride. Includes attendance and assistance given to events outside the City. Provide explanation of the nexus to City benefit, provide flyers, photo of display.</li> <li>b. Member mixers. Provide photos of event, and count of member attendees—sign-in sheet if available.</li> <li>c. Ribbon Cuttings and Grand Openings. Work with Economic Development Staff to welcome new businesses and rally Chamber members to attend.</li> </ul>	
<p>9. Large Annual Events:</p> <ul style="list-style-type: none"> <li>a. Fireworks Booth, Tri-City Mixer; Christmas Parade; Golf Tournament; Christmas Tree Lighting, Tamale Festival, and other events deemed to be, or planned as annual City of Chamber events. Includes Youth Shop Colton Event with high school students.</li> </ul>	
<p>10. Civic Group Support:</p> <ul style="list-style-type: none"> <li>a. Community event support, Support of CJUSD events, Youth Group Support for events, Mentoring, support to events outside the City.</li> </ul>	
<p>11. Event Preparation.</p> <ul style="list-style-type: none"> <li>a. Describe amount of preparation with Economic Development staff, who will determine if it qualifies for the \$100 for each month requested.</li> </ul>	
<p>12 . Financial Reporting preparation.</p>	

**Exhibit "B"**  
**Chamber of Commerce – Square Footage**



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# STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: INCREASE CONTRACT COMPENSATION TO GK ASSOCIATES FOR CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE FY 17-18 MEASURE I, SB-1, ROAD IMPACT FEE FUNDED ASPHALT PAVING PROJECTS, AND THE I-10/RANCHO AVE. EAST BOUND ON-RAMP PROJECT

## RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Amendment No. 2 to the professional services agreement with GK & Associates increasing the contract amount by \$28,000 from \$70,260 to \$98,260 and extending the contract term to December 31, 2018 for the Construction Management Support Services of the FY 17-18 Measure I, SB-1 and Road Impact Fee Funded Asphalt Paving Projects, and the I-10/Rancho Ave. East Bound On-ramp Project; and
2. Authorize the City Manager to execute the Amendment No. 2 to the professional services agreement with GK & Associates.

## BACKGROUND

In accordance with the Colton Municipal Code Section 3.08, a Request for Proposals was sent to various consultants on July 3, 2017. Consequently, City staff received proposals from the following consultants:

1. CNS Engineering
2. GK and Associates
3. TKE Engineering

The proposals were analyzed based upon their qualifications, experience, personnel and fee proposal. After the evaluation of the received proposals, GK & Associates was the most qualified firm. The GK & Associates scope included engineering support, design and project management.

On July 20, 2017, the City of Colton awarded a Professional Services Agreement in the amount of \$24,500 to GK & Associates for the Engineering Support Services for various CDBG funded

Projects. The scope of work includes preparation of plans, specification and estimates, and construction management.

### ISSUES/ANALYSIS

On November 21, 2017, the City increased the compensation of GK and Associates to \$70,260 for the preparation of plans, specification and estimates, and construction bid phase for the Fiscal Year 2017-2018 Measure I, SB-1 and Road Impact Fee funded paving projects. The projects are now ready for construction. City staff is recommending that GK and Associates provide the construction management support services for the construction phase of the paving project. The I-10/Rancho Ave. East Bound On-ramp Project will also be included in the construction management support services scope of work of GK and associates.

Staff recommends inclusion of these projects to GK and Associates current contract scope of work due to the very competitive unit rate, and staff qualification and technical knowledge for the performance of the required task necessary for the completion of the project. Staff is also recommending the extension of their contract term to December 31, 2018, the anticipated completion of the I-10/Rancho Ave. East Bound On-ramp Project. Anticipated completion for the FY 17/18 Paving Project is August 31, 2018.

### FISCAL IMPACTS

Funds for GK contract increase in the amount of \$28,000 for Construction Management Support Services are budgeted and available in the following accounts:

1. Measure I - 218-1804-6970-3890	\$ 8,000
2. SB - 1:	
a. 210-1813-6150-3890	\$ 2,000
b. 210-1814-6150-3890	\$ 2,000
c. 210-1815-6150-3890	\$ 2,000
3. Road Impact Fee: 450-1810-6954-3890	\$ 4,000
4. <u>Rancho/I-10 East- Bound On-ramp - 225-1606-6150-3890</u>	<u>\$ 10,000</u>
Total =	\$ 28,000

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

1. Exhibit "A" - GK & Associates – Second Contract Amendment to the Professional Services Agreement.

Exhibit A

Second Contract Amendment to the Professional Services Agreement

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON  
AND  
GK & ASSOCIATES**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“2nd Amendment”) is made and entered into this 19th day of June 2018 by and between the City of Colton (“City”) and GK & Associates (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this 2nd Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated July 20, 2017 (“Agreement”), whereby Consultant agreed to provide Engineering Support and Project Management services for Various CDBG and Capital Improvements Projects.

2.2 Amendment. City and Consultant desire to amend the Agreement for the 2nd time to increase contract amount and to include the Construction Management Support Services for the FY 17-18 Measure I, SB-1 and Road Impact Fee Funded Asphalt Paving Projects, and the I-10/Rancho Ave. East Bound On-ramp Project.

**3. TERMS.**

3.1 Scope of Services and Terms. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.2 Term. The term of this Agreement shall be from July 1, 2017 to December 31, 2018, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.3 Fees and Payments. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”A” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Ninety-Eight Thousand**

**Two Hundred Sixty Dollars and No Cents (\$98,260.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this 2nd Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this 2nd Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this 2nd Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this 2nd Amendment.

3.4 Counterparts. This 2nd Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND GK & ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this 2nd Amendment to Professional Services Agreement as of the 20th day of June, 2018.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**GK & ASSOCIATES**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "A"**  
**COMPENSATION**

Compensation to GK & Associates for the services of this Agreement shall not exceed Ninety-Eight Thousand Two Hundred Sixty Dollars and No Cents (\$98,260.00).

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## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: MUNICIPAL SOLID WASTE DISPOSAL FEES

### RECOMMENDED ACTION

It is recommended that the City Council; (1) approve Resolution No. R-59-18 amending the budget for Fiscal Year 2017-18 to increase the appropriation in the Streets Division, Professional Services, Account Number 100-6150-6160-2350-0000-000, by \$49,400, for municipal solid waste disposal, and (2) approve Resolution No. R-60-18-amending the budget for Fiscal Year 2018-19 to increase the appropriation in the Streets Division, Professional Services, 100-6150-6160-2350-0000-000, by \$46,000, for municipal solid waste disposal.

### BACKGROUND

The City entered into the “Amended and Restated Agreement for Collection of Municipal Solid Waste with Republic Services” (Franchise Agreement), effective July 1, 2016. Republic Services subsequently sold the Franchise Agreement to CR&R, Inc. (CR&R). The City Council approved the transfer of the Franchise Agreement to CR&R on March 7, 2017. CR&R assumed collection services in the City on March 20, 2017.

### ISSUES/ANALYSIS

The City received an invoice from CR&R for waste disposal charges for the period covering March 20, 2017 through December 27, 2017. As the City had never received an invoice from Republic Services for municipal waste disposal, staff investigated the charges. A review of the Franchise Agreement confirmed that the City owes the fees.

Under Section 4.04(j) Special Collection Services, City Facilities, of the Franchise Agreement, the City is allowed up to 300 tons of waste disposal at no charge, on an annual basis. The 300 ton limit applies to disposal of waste generated from City facilities and from the twice per year community cleanups. Any amount of waste above the 300-ton limit is to be paid by the City at the current

approved disposal rate. For March 2017 through December 2017, the disposal rate was \$51.38. Effective January 1, 2018, the disposal rate is \$54.10 per ton.

The initial invoice from CR&R was for a total of 1,432 tons, covering March 20, 2017 through December 27, 2017. CR&R applied the 300-ton limit based on the calendar year. Staff argued that the 300-ton limit should be applied on a Contract Year (July-Jun) basis, or a total of 890 tons for the same period. CR&R agreed and revised the bill to reflect a \$16,260 reduction. CR&R also agreed to bill the City quarterly rather than annually. The total amount of disposal fees covering March 2017 through March 2018 is \$83,744.70.

Staff has estimated the total cost for the remainder of the fiscal year will be \$105,000. CR&R provides a detailed listing reflecting the service dates, locations, type of service (40 yard, 10 yard, roll-off at CR&R facility, solid waste, green waste, and roll-off). This allows staff to review and allocate the charges according to the using department. For example, the Electric Department waste (generally wood poles, broken marbelite poles) is charged to an electric operations account. There are two 10-yard bins and two 40-yard bins at the Corporate Yard. The two 10 yard bins are used to dispose of the waste from the street sweeper. The estimated cost for Electric Department waste disposal is approximately \$3,000 annually. When calculating disposal fees according to the using department, staff applies the entire 300-ton limit to special event and general fund activities. None of the 300-ton limit is allocated to enterprise or special fund operations.

Past practice has been to dump the waste collected by the street sweeper at the Corporate Yard and the waste hauler then picks up the debris. In the past, Republic Services did not charge the City for disposal over 300-tons, so this was not an issue. Now that CR&R is holding to the limits set in the Franchise Agreement, City staff is in negotiations with the street sweeping contractor to change the billing so that the contractor is billed directly by CR&R. Staff is also negotiating with the contractor to reimburse the City for the costs associated with street sweeping tonnage from March 2017 to June 2018. The estimated total for street sweeping debris through June 30, 2018 is \$52,500. These fees will be paid from Storm Water funds. Staff is negotiating with the street sweeping contractor to recover these expenses and is working to have the billing for the two containers changed to the contractor.

The remainder of the costs, of \$49,400, will be absorbed in the general fund. Because the City was not previously billed for disposal fees, funds were not included in the Public Works FY17/18 Expenditure Budget. Staff learned of the charges after the mid-year budget adjustments had been approved by City Council. Resolution R-59-18 will amend the FY17/18 budget appropriation to include funds for these costs.

The total estimated cost for municipal waste disposal is \$49,000 (amount without street sweeping debris). Three thousand dollars of this amount are estimated for disposal of waste from the Electric Utility operations. The remaining \$46,000 is for all other City operations, and will be expensed in the City's general fund. These expenses were not included in the FY18/19 Expenditure Budget approved by City Council on June 5, 2018. Resolution R-60-18 will amend the FY18/19 budget appropriation to include funds for these costs.

**FISCAL IMPACTS**

The breakdown of estimated costs for FY17/18 and FY18/19 for municipal solid waste disposal is as follows:

<u>Dept/Div</u>	<u>Expense Account Number</u>	<u>FY17/18</u>	<u>FY18/19</u>
Electric	520-8000-8004-2350-0923-000	\$ 3,100	\$ 3,000
Streets	100-6150-6160-2350-0000-000	\$ 49,400	\$ 46,000
Storm Water	722-6150-8125-2350-0000-000	<u>\$ 52,500</u>	<u>\$ 0</u>
		\$105,000	\$ 49,000

Sufficient funds are available in the Electric and Storm Water approved expenditure budgets for FY17/18. Additional appropriation of \$49,400 is required from the General Fund for FY17/18 for the Streets Division, Account 100-6150-6160-2350-0000-000. Sufficient funds are available in the General Fund reserve balance for this expense. Resolution R-59-18 will approve the additional appropriation for FY17/18.

The estimated cost of \$3,000 can be absorbed by the approved FY18/19 expenditure budget for the Electric Department. However, an additional appropriation of \$46,000 is required for the Streets Division, Account 100-6150-6160-2350-0000-000. Sufficient funds are available in the General Fund reserve balance for this expense. Resolution R-60-18 will approve the additional appropriation for FY18/19.

**ALTERNATIVES**

1. Provide alternative direction to Staff.

**ATTACHMENTS**

1. Resolution R-59-18, amending FY17/18 budget expenditures
2. Resolution R-60-18, amending FY18/19 budget expenditures

**ATTACHMENT 1**

**RESOLUTION R-59-18  
AMENDING THE FISCAL YEAR 17-18  
EXPENDITURE BUDGET**

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**RESOLUTION NO. R-59-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE BUDGET FOR FISCAL YEAR 2017-18 TO INCREASE THE EXPEDNITURE BUDGET FOR THE PUBLIC WORKS, STREETS DIVISION BY \$49,400, FOR MUNICIPAL SOLID WASTE DISPOSAL FEES**

**WHEREAS**, the budget for fiscal year 2017-18 has been approved by City Council, and must now be amended to increase the appropriation in the Public Works, Streets Division, Professional Services line item for costs associated with municipal solid waste disposal; and,

**WHEREAS**, sufficient funds are available in the General Fund reserve balance.

**NOW, THEREFORE, the City Council of the City of Colton does hereby resolve the following:**

**Section 1.** The City Council hereby amends the fiscal year 2017-18 budget appropriation as follows:

Increase expenditure account number 100-6150-6160-2350-0000-000 by \$49,400

**PASSED, APPROVED AND ADOPTED** this 19th day of June, 2018

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk

ATTACHMENT 2

RESOLUTION R-60-18  
AMENDING THE FISCAL YEAR 17-18  
EXPENDITURE BUDGET

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**RESOLUTION NO. R-60-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE BUDGET FOR FISCAL YEAR 2018-19 TO INCREASE THE EXPEDNITURE BUDGET FOR THE PUBLIC WORKS, STREETS DIVISION BY \$46,000, FOR MUNICIPAL SOLID WASTE DISPOSAL FEES**

**WHEREAS**, the budget for fiscal year 2018-19 has been approved by City Council, and must now be amended to increase the appropriation in the Public Works, Streets Division, Professional Services line item for costs associated with municipal solid waste disposal; and,

**WHEREAS**, sufficient funds are available in the General Fund reserve balance.

**NOW, THEREFORE, the City Council of the City of Colton does hereby resolve the following:**

**Section 1.** The City Council hereby amends the fiscal year 2018-19 budget appropriation as follows:

Increase expenditure account number 100-6150-6160-2350-0000-000 by \$46,000

**PASSED, APPROVED AND ADOPTED** this 19th day of June, 2018

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk

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## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Cooperative Agreement No.18-1001904 between the City of Colton (City) and the San Bernardino County Transportation Authority (SBCTA) for the project approval and environmental document (“PA/ED”), plans, specifications and estimate (“PS&E”), and right of way (“ROW”) phases of the I-10/ Mt. Vernon Avenue Interchange Project (Project); and
2. Approve Memorandum of Understanding (MOU) No. 18-1001983 between the City of Colton (City) and the San Bernardino County Transportation Authority (SBCTA) for the project development and construction of the I-10/ Mt. Vernon Avenue Interchange Project (Project); and
3. Authorize the City Manager to execute the agreement and the City Attorney to approve any minor non-substantive changes on the Cooperative Agreement No.18-1001904 and the MOU No. 18-1001983; and
4. Approve Resolution No. R-67-18 that establishes an appropriation for the I-10 Freeway/ Mt. Vernon Avenue Interchange Project in the amount of \$467,906 for the PA/ED, PS&E and ROW phases of the Project.

### BACKGROUND

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Project is ranked #8 on the SBCTA Valley Interchange Program priority list. As directed by the SBCTA Board, project development is to commence on all the remaining interchange projects listed in the top 10 priority list. Per the Measure I Strategic Plan policy (No. 40005), the local agency is required to submit in writing a request to proceed with the development of a project. On February 13, 2015, the City of Colton requested SBCTA to initiate this project with the City being lead agency for all phases of the project. SBCTA staff responded with a letter dated March 5, 2015, stating that SBCTA would prefer to be the lead agency since SBCTA’s contribution is 95% and due to SBCTA’s expertise in delivering such projects.

## **ISSUES/ANALYSIS**

Cooperative Agreement No. 18-1001904 (Exhibit A) between the City of Colton and SBCTA defines each Agency's roles and responsibilities for the project approval and environmental document ("PA/ED"), plans, specifications and estimate ("PS&E"), and right of way ("ROW") phases of the I-10/ Mt. Vernon Avenue Interchange Project. The PA/ED, PS&E and ROW phases of the Project is estimated to be \$9,174,627. The City's contribution (Development Share) for the PA/ED, PS&E and ROW phase is \$467,906 (5.1%) and SBCTA's contribution (Public Share) is \$8,706,721 (94.9%). City's share will be funded from development impact fees. The remaining project cost for the construction phase will be estimated as part of the PA/ED, PS&E and ROW phases. If the project progresses to construction phase, the cost will be funded with 5.10% Development Share fund (Colton) and 94.9% Public Share fund (SBCTA).

Memorandum of Understanding (MOU) No. 18-1001983 (Exhibit B) between the City of Colton and SBCTA defines each Agency's roles and responsibilities for all phases of the project including specific funding commitments. It defines the terms and conditions of cooperation between the City and SBCTA required to complete the Project with respect to cost, funding, schedule, and scopes. The estimated cost for all phases of the project including construction is \$53,838,627. The City's estimated contribution is \$2,745,770 (Development Share) and \$51,092,857 for SBCTA (Public Share). Each phase of the Project funding will be addressed in a separate Cooperative Agreement(s), to be agreed and approved by both agency. The conceptual plan prepared during the Project Study Report/Project Development Support (PSR/PDS) document phase of the Project is shown as Exhibit C. The construction of the Project is estimated to be completed by April 2023.

## **FISCAL IMPACTS**

Approval of Resolution No. R-67-18 (Exhibit D) will appropriate the City's contribution for the PA/ED, PS&E and ROW phases of the I-10/ Mt. Vernon Avenue Interchange Project in the amount of \$467,906.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Exhibit A – Cooperative Agreement No.18-1001904
2. Exhibit B – Memorandum of Understanding No. 18-1001983
3. Exhibit C – Conceptual Layout
4. Exhibit D – Resolution R-67-18

**Exhibit A**  
**Cooperative Agreement**

**COOPERATIVE AGREEMENT NO. 18-1001904**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF COLTON**

**FOR**

**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED),  
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), AND RIGHT OF WAY (ROW)  
PHASES  
FOR THE MOUNT VERNON AVENUE AT INTERSTATE 10 (I-10) INTERCHANGE  
IN THE CITY OF COLTON**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and the City of Colton (“CITY”), (SBCTA and CITY may be referred to herein individually as a “PARTY” and collectively as “PARTIES”).
- B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph E, this AGREEMENT shall terminate upon completion of the PARTIES obligations associated with the project approval and environmental document (“PA/ED”), plans, specifications and estimate (“PS&E”), and right of way (“ROW”) phases described herein or December 31, 2025, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs C through D shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange within the limits of the City of Colton (“PROJECT”); and
- B. WHEREAS, planned improvements include improving local traffic operations by adding left turn lanes at the intersection of east Valley Boulevard and Mount Vernon Avenue, as further described in Attachment A, attached hereto and made part of this AGREEMENT, and is defined as the “PROJECT”; and
- C. WHEREAS, the PARTIES acknowledge that further study will determine the final configuration and design of the interchange improvements; and

- D. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and the most recent 10-Year Delivery Plan and Nexus Study approved by the SBCTA Board of Directors; and
- E. WHEREAS, the PARTIES consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- F. WHEREAS, the PARTIES wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to Project Management, PA/ED, PS&E, and ROW activities of the PROJECT; and
- G. WHEREAS, the SBCTA Board of Directors considered the 94.9% Public Share for the PROJECT and directed staff on May 6, 2015, to assume project management responsibilities for all phases of this PROJECT. Project management costs will be included as part of the PROJECT cost and will be distributed per the public and private share percentages established by the Nexus Study per SBCTA Policy 40005/VFR-32 and VFI-33; and
- H. WHEREAS, the PARTIES intend to amend this AGREEMENT or enter into a separate agreement to delineate roles, responsibilities, and funding commitments relative to the construction phase of the PROJECT; and
- I. WHEREAS, the remaining PROJECT cost for the PA/ED, PS&E, and ROW phases, including SBCTA project management costs, shall be funded with 5.1% Development Share funds and 94.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2040 Strategic Plan and Policy 40005/VFI-33.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to the following:

### III. SBCTA RESPONSIBILITIES

SBCTA agrees:

- A. To be lead agency on Project Management, PA/ED, PS&E, and ROW, and to diligently undertake and complete, the PA/ED, PS&E, and ROW work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the SBCTA's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards PA/ED, PS&E, and ROW phases of the PROJECT cost as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should SBCTA's total share of the PA/ED, PS&E, and ROW phases exceed the estimates as shown in Attachment A, SBCTA agrees to amend the AGREEMENT in good faith.

- C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support SBCTA’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PA/ED, PS&E, and ROW work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PA/ED, PS&E, and ROW costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific Project Management, PA/ED, PS&E, and ROW work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PA/ED, PS&E, and ROW work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY’s Council reserves the right to withhold future payments due SBCTA from any source under CITY’s control.
- H. SBCTA’s Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.
- I. To designate a responsible staff member that will be SBCTA’s representative in attending the Project Development Team (“PDT”) meetings, receiving day-to-day communication, and providing Project Management services.
- J. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.
- K. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- L. To provide CITY, with a reasonable amount of review time, an opportunity to review and comment on PA/ED, PS&E, and ROW documents.

- M. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. If necessary, SBCTA will conduct Resolutions of Necessity hearings and acquire property in the name of SBCTA for the purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY. The interest conveyed to CITY shall be a permanent easement or other required instrument for public street and/or utility purposes.
- N. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.

#### **IV. CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse SBCTA for the CITY's share of actual costs incurred towards the PA/ED, PS&E, and ROW phases of the PROJECT and for SBCTA's Project Management as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should CITY's total share for the PA/ED, PS&E, and ROW phase with SBCTA's Project Management exceed the estimates as shown in Attachment A, CITY agrees to amend the AGREEMENT in good faith and contribute these additional costs.
- B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- C. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- D. To complete review and provide comments on PROJECT documents within two (2) weeks of receiving the review request from SBCTA.
- E. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the AGREEMENT.
- F. To accept all PROJECT acquired right-of-way located within CITY's jurisdictional boundaries upon completion of construction. The Colton City Council, by approval of this AGREEMENT, authorizes and directs the City Clerk to execute an acceptance, in substantial conformance with the form attached hereto as Attachment C and made a part of this AGREEMENT, within thirty (30) days of receipt of quit claim deeds for property acquired by SBCTA.

- G. To provide permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.
- H. To provide CITY-owned right-of-way necessary for project construction at no cost to the PROJECT.
- I. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.
- J. To assist SBCTA as requested and when necessary exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.

**V. MUTUAL RESPONSIBILITIES**

The PARTIES agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines Project Management, PA/ED, PS&E, and ROW work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.
- B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- C. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction

delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT.

- E. This AGREEMENT will be considered terminated upon completion of PROJECT closeout and reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time, with or without cause, by giving thirty (30) calendar days written notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.
- F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- G. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- H. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- I. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.
- J. If any clause or provisions of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- K. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.
- L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or

performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

- N. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date"), following execution by both PARTIES.
- P. Any notice required, authorized or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Paula Beauchamp  
Director of Project Delivery  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone: (909) 884-8276

If to CITY: Victor Ortiz, City Engineer  
Public Works Department  
160 South 10<sup>th</sup> Street  
Colton, CA 92324  
Telephone: (909) 370-5065

- Q. There are no third party beneficiaries, and this AGREEMENT is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 18-1001904  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF COLTON**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF COLTON**

By: \_\_\_\_\_  
James Ramos  
President, Board of Directors

By: \_\_\_\_\_  
William R. Smith  
City Manager

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
\_\_\_\_\_  
City Attorney

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

## Attachment A

**Project Scope:**

Improve local traffic operations along Mount Vernon Avenue between East Valley Boulevard and south of the Interstate 10 (I-10) eastbound ramp intersection, by adding left-turn lanes at the five point intersection of Mount Vernon Avenue and East Valley Boulevard.

**Project Cost Estimate and Funding Shares:**

SBCTA’s Share: Public Share: 94.9%

City’s Share: Development Share or Local Share: 5.1% (City of Colton)

Phase	Estimated Cost <sup>1</sup>	Public Share	Development Share
PA/ED	\$1,899,803	\$1,802,913	\$96,890
PS&E	\$2,819,824	\$2,676,013	\$143,811
ROW	\$4,015,000	\$3,810,235	\$204,765
SBCTA Oversight	\$440,000	\$417,560	\$22,440
<b>Total</b>	<b>\$9,174,627</b>	<b>\$8,706,721</b>	<b>\$467,906</b>

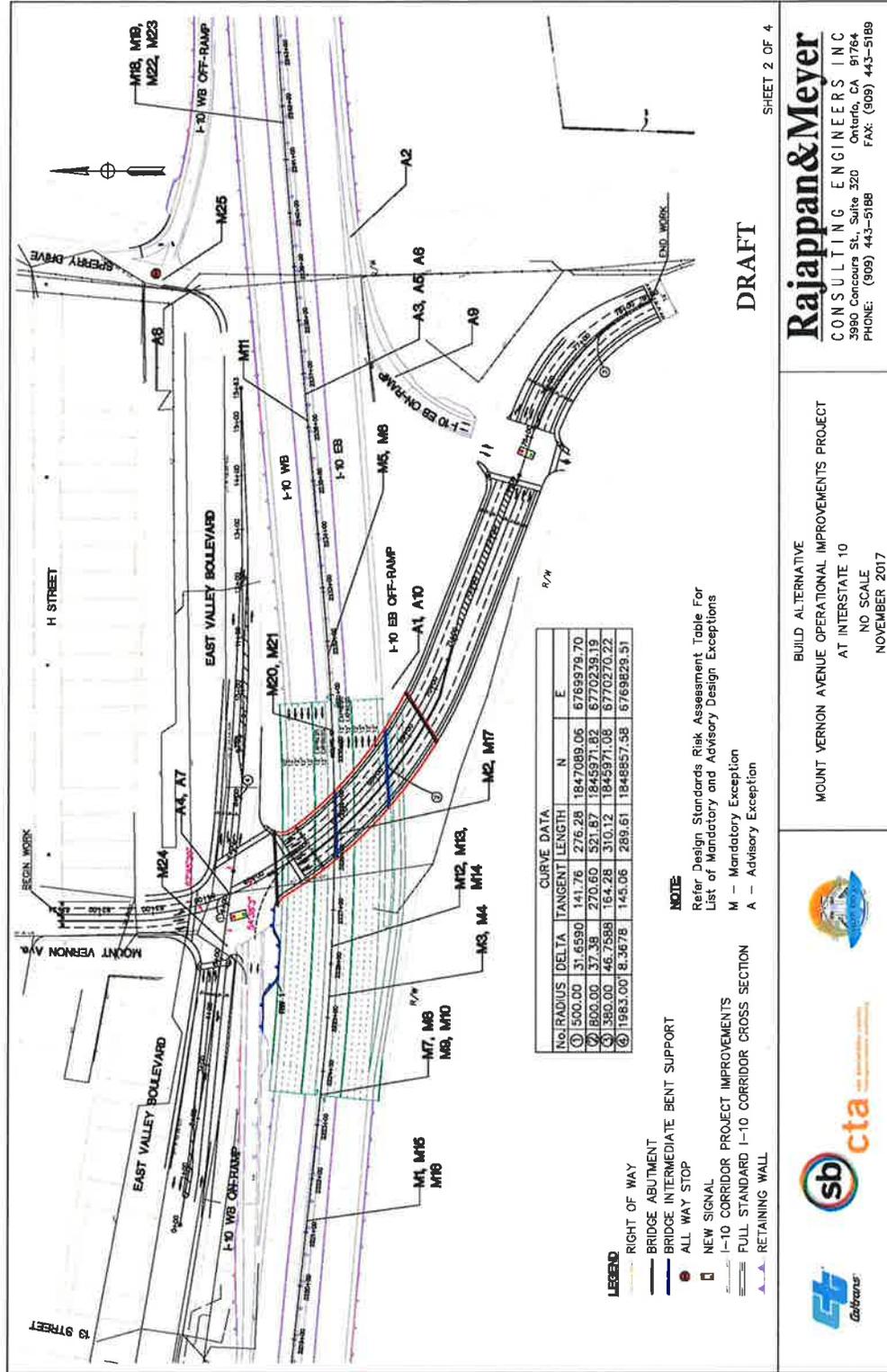
<sup>1</sup>Estimated cost assumes analysis of one build alternative .

**Project Milestones:**

Milestone <sup>1</sup>	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(07/2018)
Environmental Approval	(12/2019)
Design Approved and ROW Certified	(02/2021)

<sup>1</sup>Milestone assumes analysis of one build alternative with design variations. Anticipated environmental determination under CEQA is an IS/MND and under NEPA a Categorical Exclusion.

# Attachment B CONCEPTUAL LAYOUT



**Attachment C**

CITY OF COLTON  
650 NORTH LA CADENA DRIVE  
COLTON, CALIFORNIA 92324

This is to certify that the interest in real property conveyed by the within instrument dated \_\_\_\_\_, 20\_\_ from the San Bernardino County Transportation Authority, a California transportation commission, as Grantor to the City of Colton, a Municipal Corporation, as Grantee, is hereby accepted by order of the City Council of the City of Colton, County of San Bernardino, State of California, pursuant to authority so ordered on \_\_\_\_\_, 20\_\_, and that the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
City Clerk  
City of Colton

# **Exhibit B**

## **Memorandum of Understanding**

**CONTRACT 18-1001983**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND THE CITY OF COLTON**

**FOR THE DEVELOPMENT OF**

**THE INTERSTATE 10 MOUNT VERNON AVENUE INTERCHANGE PROJECT**

**I. PARTIES AND TERM**

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SBCTA”) and the CITY OF COLTON (“PROJECT SPONSOR”) (and together the “PARTIES”) on the Effective Date (as defined later herein).
- B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph D, terminate upon the date a notice of completion is recorded for the Interstate 10 Mount Vernon Avenue Interchange (“PROJECT”) or December 31, 2025, whichever is earlier.

**II. RECITALS**

- A. WHEREAS, the PROJECT is included in the SBCTA Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.
- B. WHEREAS, the PARTIES mutually desire to proceed with development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.
- E. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of funding availability.

- F. WHEREAS, the Public Share is defined as the share of PROJECT cost calculated as the total cost of the PROJECT minus the development share (or Local Share) and the Local Share is the percentage share of the PROJECT cost assigned as the development contribution percentage as listed in the SBCTA Development Mitigation Nexus Study.
- G. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds anticipated to be necessary to complete the PROJECT, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES nor grants any rights.
- H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding anticipated to be necessary for completion of the PROJECT to assist the PARTIES in their decision-making and budgeting for the PROJECT.
- I. WHEREAS, the PARTIES understand that each phase of the PROJECT will be addressed in a separate Cooperative Agreement(s), to be agreed to in writing and approved by the PARTIES, that will identify the specific roles, and responsibilities and funding commitments of SBCTA and PROJECT SPONSOR including specific funding commitments.

**III. SBCTA'S RESPONSIBILITIES**

- A. SBCTA will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.
- B. SBCTA will consider the development of a loan agreement(s) or other innovative funding options for a portion of the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005/VFI-23.
- C. SBCTA will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by SBCTA, to facilitate the delivery of the PROJECT.
- D. PROJECT SPONSOR and SBCTA shall consult on a funding strategy for PROJECT completion at least six (6) months prior to anticipated completion of the PROJECT design phase.

**IV. PROJECT SPONSOR'S RESPONSIBILITIES**

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including any loan agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with SBCTA, as determined reasonably necessary by PROJECT SPONSOR, to facilitate the delivery of the PROJECT.
- C. PROJECT SPONSOR and SBCTA shall consult on a funding strategy for PROJECT completion at least six (6) months prior to anticipated completion of the PROJECT design phase.

**V. MISCELLANEOUS**

- A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (“FHWA”) requires that the PROJECT must move to a capital phase (right-of-way or construction) within ten (10) years or the federal funds may be required to be repaid to FHWA, unless FHWA has granted a time extension. Responsibilities related to the federal funding will be outlined in the funding Cooperative Agreement(s).
- B. The PARTIES acknowledge that in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005/VFI-33 PROJECT management costs will be included as part of the PROJECT cost and the cost will be distributed per the documented and agreed to Public Share and Local Share.
- C. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- D. Termination. Both SBCTA and PROJECT SPONSOR shall have the right at any time to terminate this MOU, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced herein, including Section III, Paragraph A and Section V, Paragraph A. Unless provided in writing through a separate agreement, memorandum of understanding or otherwise, termination of this MOU by written request of the PROJECT SPONSOR will be understood by the SBCTA that PROJECT SPONSOR wishes to discontinue work on the PROJECT.
- E. Notification. Each party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Victor Ortiz, City Engineer. For SBCTA, that person shall be Paula Beauchamp, Director of Project Delivery. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

PROJECT SPONSOR City of Colton 160 South 10 <sup>th</sup> Street Colton, CA 92324 ATTN: Victor Ortiz, City Engineer	SBCTA San Bernardino County Transportation Authority 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick
---------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

- F. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the authorized representatives of the PARTIES.

-----Signatures on the Following Page-----

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon the last date of execution below by SBCTA and PROJECT SPONSOR ("Effective Date").

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF COLTON**

By: \_\_\_\_\_  
James Ramos  
President, Board of Directors

By: \_\_\_\_\_  
William R. Smith  
City Manager

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM AND PROCEDURE:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
City Attorney

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

## Exhibit A

### Project Scope:

The CITY of COLTON and SBCTA propose to improve local traffic operations along Mount Vernon Avenue between East Valley Boulevard and south of the Interstate 10 (I-10) eastbound ramp intersection, by adding left-turn lanes at the five point intersection of Mount Vernon Avenue and East Valley Boulevard as shown in the conceptual layout (Exhibit B). The estimate for full construction and project delivery of the interchange work is approximately \$54 million.

### Project Cost Estimate and Funding Shares:

Public Share: 94.9% and Development Share or Local Share: 5.1%

Phase	Estimated Cost <sup>1</sup>	Public Share (94.9%)	Development Share (5.1%)
Project Study Report (PSR)/Project Development Support (PDS)	\$514,000	\$487,786	\$26,214
Project Approval and Environmental Document (PA/ED)	\$1,899,803	\$1,802,913	\$96,890
Design (PS&E)	\$2,819,824	\$2,676,013	\$143,811
Right-of-Way (ROW)	\$4,015,000	\$3,810,235	\$204,765
Construction (Includes Construction Management & Plant Establishment)	\$43,740,000	\$41,509,260	\$2,230,740
SBCTA Oversight	\$850,000	\$806,650	\$43,350
<b>Total</b>	<b>\$53,838,627</b>	<b>\$51,092,857</b>	<b>\$2,745,770</b>

<sup>1</sup>Estimated cost assumes analysis of one build alternative.

**EXHIBIT A (continued)**

**Project Milestones:**

Approximate milestones as follows and subject to change:

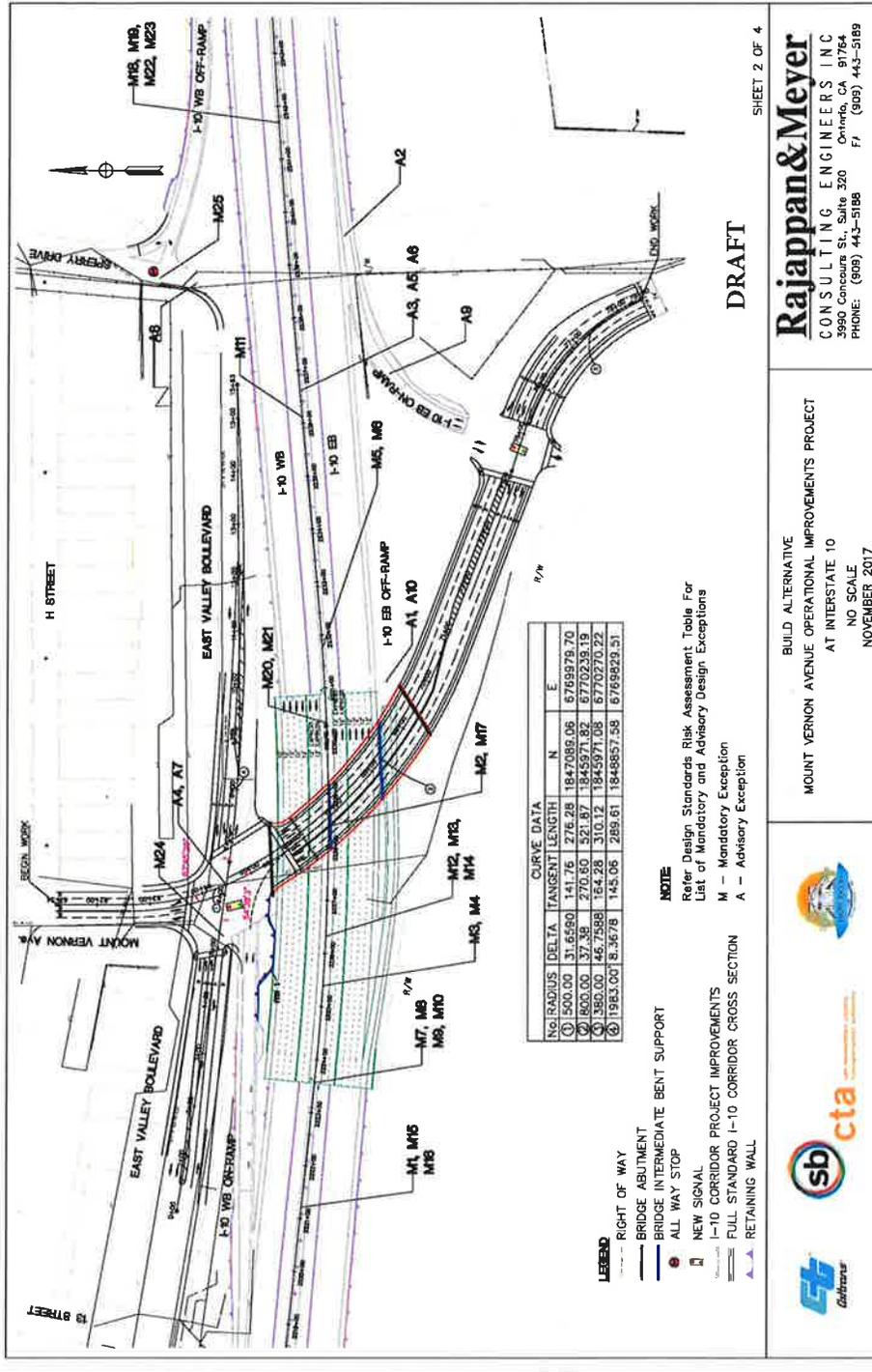
Milestone	Actual (Forecast)
Start of Project	01/2016
Start of Project Approval and Environmental Document Phase (PA/ED)	(07/2018)
Environmental Approval <sup>1</sup>	(12/2019)
Design Approved	(02/2021)
ROW Certified	(02/2021)
Construction Complete	(04/2023)

<sup>1</sup>Milestone assumes analysis of one build alternative with design variations. Anticipated environmental determination under CEQA is an IS/MND and under NEPA a Categorical Exclusion.

# Exhibit B

## Interstate 10 at Mount Vernon Avenue Interchange Modifications

### Conceptual Layout



DRAFT

SHEET 2 OF 4

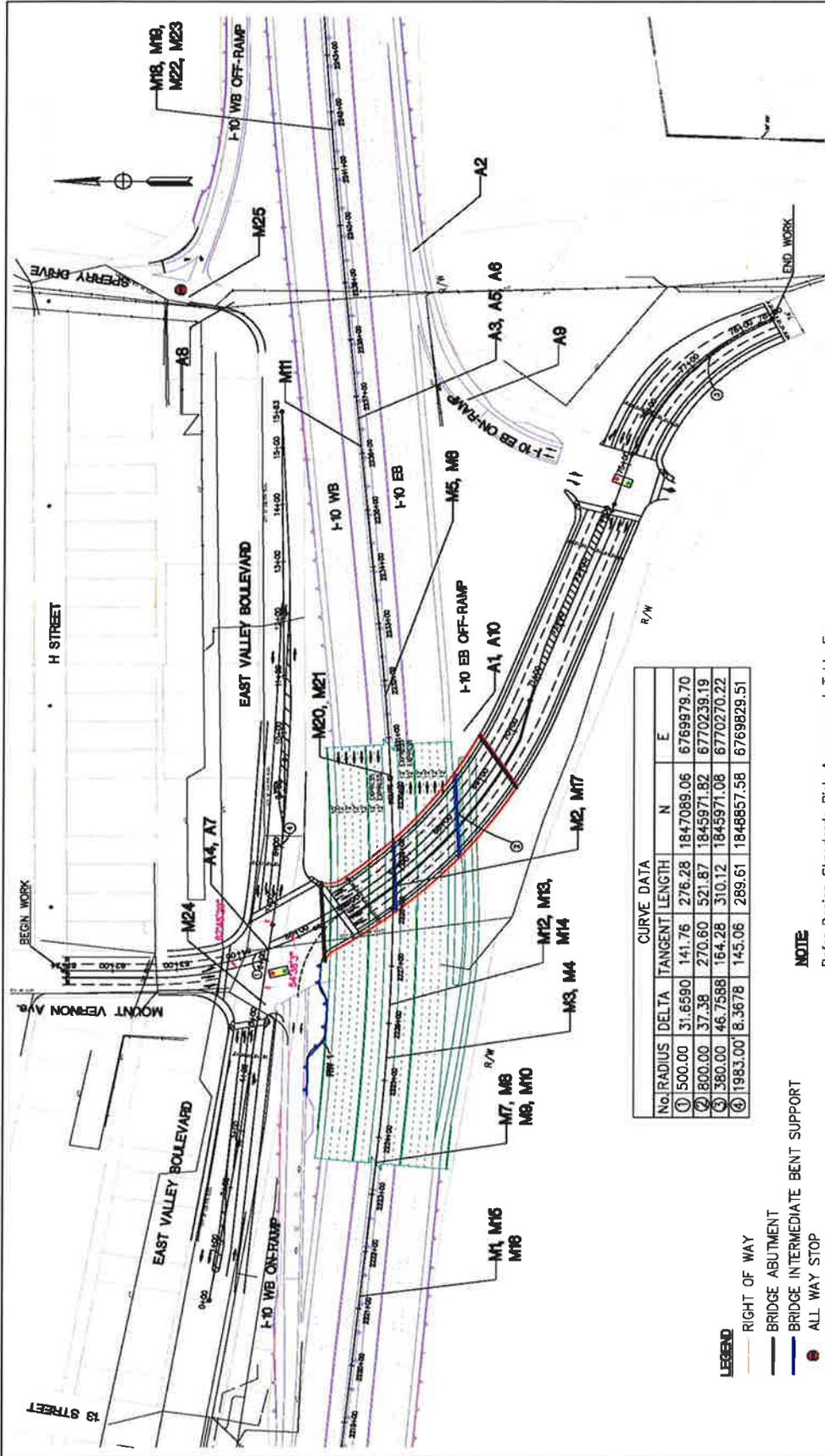
**Rajappan & Meyer**  
 CONSULTING ENGINEERS INC  
 3990 Concourse St., Suite 320  
 Ontario, CA 91764  
 PHONE: (909) 443-5188    FAX: (909) 443-5189

BUILD ALTERNATIVE  
 MOUNT VERNON AVENUE OPERATIONAL IMPROVEMENTS PROJECT  
 AT INTERSTATE 10  
 NO SCALE  
 NOVEMBER 2017



**Exhibit C**  
**Conceptual Plan**

# CONCEPTUAL LAYOUT



CURVE DATA				
No.	RADIUS	DELTA	TANGENT LENGTH	CHORD LENGTH
①	500.00	31.6590	141.76	276.28
②	800.00	37.38	270.60	521.87
③	380.00	46.7588	164.28	310.12
④	1983.00	8.3678	145.06	289.61

- LEGEND**
- RIGHT OF WAY
  - BRIDGE ABUTMENT
  - BRIDGE INTERMEDIATE BENT SUPPORT
  - ALL WAY STOP
  - NEW SIGNAL
  - I-10 CORRIDOR PROJECT IMPROVEMENTS
  - FULL STANDARD I-10 CORRIDOR CROSS SECTION
  - ▲ RETAINING WALL

**NOTE**  
Refer Design Standards Risk Assessment Table For List of Mandatory and Advisory Design Exceptions

- M - Mandatory Exception
- A - Advisory Exception

**DRAFT**

SHEET 2 OF 4

**Rajappan & Meyer**  
CONSULTING ENGINEERS INC  
3990 Concourse St., Suite 320  
Ontario, CA 91764  
PHONE: (909) 443-5188  
FAX: (909) 443-5189

BUILD ALTERNATIVE  
MOUNT VERNON AVENUE OPERATIONAL IMPROVEMENTS PROJECT  
AT INTERSTATE 10  
NO SCALE  
NOVEMBER 2017



# **Exhibit D**

## **Resolution**

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**RESOLUTION NO. R-67-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, TO AMEND THE FISCAL YEAR 2017/2018 CAPITAL IMPROVEMENT BUDGET TO APPROPRIATE \$467,906 FROM RESERVE BALANCE FOR THE I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT**

**WHEREAS**, the City of Colton is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

**WHEREAS**, the City and San Bernardino County Transportation Authority (SBCTA) will enter into a cooperative agreement for the for the project approval and environmental document (“PA/ED”), plans, specifications and estimate (“PS&E”) for the I-10/Mt. Vernon Avenue Interchange Project; and

**WHEREAS**, the estimated cost of preparing the PA/ED, PS&E and ROW phases of the Project is \$9,174,627; and

**WHEREAS**, the City needs to provide a local match (Development Share) in the amount of \$467,906 (5.1%) and SBCTA’s contribution is \$8,706,721 (94.9%); and

**WHEREAS**, the Traffic Impact Fee is a fee that is imposed by the local government within the United States on a new or proposed development project to pay for all or a portion of the costs of providing public services to the new development; and

**WHEREAS**, a budget appropriation for approved activities, not listed in the 2017-2018 Fiscal Year budget is required and must be approved by resolution of the City Council.

/

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1 NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY  
2 OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:

3  
4 Section 1 The City Council authorizes the following amendment for the FY17-18

5 budget:

- 6 • Appropriate from Traffic Impact Fund reserve balance to Capital Improvement  
7 Expenditure Account Number 249-6150-1503-3890 in the amount of \$467,906.

8 **PASSED, ADOPTED AND APPROVED THIS 19th DAY OF JUNE 2018.**

9  
10  
11 Richard A. DeLaRosa, Mayor

12 ATTEST:

13  
14 Carolina R. Padilla, City Clerk

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: AWARD OF CONTRACT FOR THE ELECTRIC UTILITY SYSTEM DESIGNER CONSULTING SERVICES IN THE AMOUNT OF \$130,000

### RECOMMENDED ACTION

It is recommended that the City Council authorize the award of Professional Services Agreement contract for the Electric Utility System Designer Consulting Services to CMY Solutions, LLC as the most qualified consultant in the amount of \$130,000 and authorize the City Manager to execute the agreement.

### BACKGROUND

For the past several years, Colton Electric Department (CED) has relied on the services of an electric consultant for utility system design. Electric Utility System Designer duties includes reviewing all the development application, and review and check construction plans submitted by developers to determine service requirements. Additional duties includes overseeing the proper inspection and quality assurance activities of the department relative to electrical distribution system, design and prepare construction plans, work orders, and specifications for the installation of underground and overhead electrical distribution systems, and create and maintain AutoCAD drawings and systems maps for the City electric utility system.

### ISSUES/ANALYSIS

The City issued a Request for Proposal (RFP) on April 20, 2018 for the Electric Utility System Designer Consulting Services to assist the City staff in the design of electric utility system. On the RFP deadline of May 17, 2018, CMY Solutions, LLC was only consultant who responded on the RFP. CED has worked closely with CMY Solutions, LLC the past two years. Staff recommends the award to of contract to CMY Solutions, LLC as the most qualified consultant in the amount of \$130,000. CMY has prior experience in electric utility consulting services with the City.

### **FISCAL IMPACTS**

The funding for Electric Utility System Designer Consulting Services is available in account no. 520-8000-8002-2350-0923-0000.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – Professional Service Agreement

## Exhibit A

### Professional Service Agreement

**CITY OF COLTON  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 20th day of June, 2018 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and CMY Solutions, LLC, a limited liability company with its principal place of business at 76 Sellas South, Ladera Ranch, CA 92694 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing electrical engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **Electric Utility System Designer Consulting Services (“Services”)** as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional electrical engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be **July 1, 2018 to June 30, 2019**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

(BB&K: 1-14)

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Baldwin Yeung, P.E., VP of Business Development.

3.2.5 City's Representative. The City hereby designates Dr. Dave X. Kolk, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Baldwin Yeung, P.E., VP of Business Development, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative

shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free

and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Services or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap,

ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies

described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company

or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Colton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance

proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Thirty Thousand Dollars and No Cent (\$130,000.00)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant.

The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for

its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

CMY Solutions, LLC  
76 Sellas South  
Ladera Ranch, CA 92694  
Attn: Baldwin Yeung, P.E., VP of Business Development

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Dr. David X. Kolk, Utility Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or

if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND CMY SOLUTIONS, LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 20th day of June, 2018.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina Padilla  
City Clerk

**CMY SOLUTIONS, LLC.  
A Limited Liability Company**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Provide staffing for Electric Utility System Designer Consulting and other  
Electrical Engineering Consulting Services**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**JULY 1, 2018 TO JUNE 31, 2019**

**EXHIBIT "C"**  
**COMPENSATION**

**Not to Exceed Amount of One Hundred Thirty Thousand and No Cents (\$130,000.00)**

**Hourly Rate:**

**Electric Utility System Designer = \$125/Hr.**

**Other Engineering Resources\* = \$125/Hr.**

(\*) Engineers are additional staff that are not part of the on-site staff augmentation. CED will be notified prior to utilizing these engineers.



# STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: CONTRACT AWARD FOR THE MAINTENANCE SERVICE AGREEMENT FOR THE LANDSCAPE LIGHTING MAINTENANCE DISTRICT 1 AND 2

## RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve the award of a Maintenance Service agreement for the Landscape Lighting Maintenance District 1 & 2 (LLMD 1 & 2) to Sunnyday Landscape for the Fiscal Year 2018/2019, at an annual amount not-to-exceed \$143,400.
2. Authorize the City Manager or his or her designee to execute the Maintenance Services Agreement and to approve Change Orders not to exceed 10% of the awarded contract.

## BACKGROUND

In compliance with the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, the City Council formed a Landscape and Lighting Maintenance Assessment District (LLMD). Currently, there are two Landscape Lighting and Maintenance Districts within the City of Colton. Each District provides the services of maintaining lighting, landscaping and all applicable facilities within its boundaries.

Within the LLMD District 1, there are five zones; Exhibit A depicts the locations of these zones. Within each zone a different amount is levied that is determined by the benefit units each property type (residential, industrial or commercial) is assigned. A single family residence is used as the basic unit of assessment and is assessed an Equivalent Benefit Unit (EBU) of 1.00. In addition to the EBU, the other determining factor in establishing each zone's corresponding assessment is the acreage of each parcel. The costs associated with maintaining the improvements within each zone are then distributed to those parcels within the zone in proportion to the benefit received by those parcels. Only parcels that directly benefit from the improvements are assessed.

Within the LLMD District 2 there are no zones. The levy for this district is determined by the benefit units each property type (residential, industrial or commercial) is assigned as compared to the 1.00 Equivalent Benefit Unit (EBU) a single family resident is assigned; the single family unit

is used as the basic unit of assessment. The costs associated with maintaining the improvements within each zone are equally distributed to those parcels within each zone of the District; LLMD 2 has two zones. The improvement within the District include: turf, ground cover, street trees, irrigation systems, perimeter landscaping, slopes, open space, lighting systems and all necessary appurtenances.

## ISSUES/ANALYSIS

In accordance with the Colton Municipal Code Section 3.08.120, a Request for Notice Inviting Formal Bids was sent for publication on April 19, 2018, and the non-mandatory pre-bid meeting and job-walk was conducted on May 3, 2018. The bids were opened on May 17, 2018 and the City received the following bids:

<u>Contractor's Name</u>		<u>Bid Amount</u>
1. Sunnyday Landscape	-	\$143,400.00
2. Inland Empire Landscape	-	\$164,967.99

Staff has reviewed and evaluated each submitted bid. Staff recommends the award of a maintenance service contract to the lowest responsive and responsible bidder, Sunnyday Landscape in the amount of \$143,400 for the Landscape and Lighting Maintenance District 1 and 2.

## FISCAL IMPACTS

Sufficient funds are budgeted in the FY 18/19 LLMD 1 Professional Services Account Number 702-6150-6210-2350 (\$110,000) and LLMD 2 Professional Services Accounts Number 701-6150-6220-2350 (\$35,000).

## ALTERNATIVES

1. Provide alternative direction to staff.

## ATTACHMENTS

1. Exhibit A – Maintenance Service Contract
2. Exhibit B – LLMD 1 & 2 Map

## **Exhibit A**

### Maintenance Service Contract

**CITY OF COLTON  
MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 19th day of June, 2018 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Sunnyday Landscape, a Partnership with its principal place of business at 4050 Electric Avenue, San Bernardino CA 92407 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Landscape Services services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the 2018-2019 LLMD Landscape Services project (“Project”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Landscape Services maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates David Kolk, Utilities Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Jackie Zecena, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per day

for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance

for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Forty Three Thousand Four Hundred Dollars(\$143,400) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold

the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Sunnyday Landscape  
4050 Electric Avenue,  
San Bernardino CA 92407  
Attn: Jackie Zecena, President

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: David Kolk, Utilities Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND SUNNYDAY LANDSCAPE**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 19<sup>th</sup> day of June, 2018.

**CITY OF COLTON**

By: \_\_\_\_\_  
William R. Smith  
City Manager

*Attest:* \_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**SUNNYDAY LANDSCAPE  
a PARTNERSHIP**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**2018-2019 CITY OF COLTON LANDSCAPE AND LIGHTING MAINTENANCE  
DISTRICT I AND II LANDSCAPING SERVICES**

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**2018-2019 CITY OF COLTON LANDSCAPE AND LIGHTING MAINTENANCE  
DISTRICT I AND II LANDSCAPING SERVICES PROJECT SHALL BE FROM JULY  
1, 2018 TO JUNE 30, 2019**

**EXHIBIT “C”**  
**COMPENSATION**

Compensation to **Sunnyday Landscape** for the services of this Agreement shall not exceed One Hundred Forty Three Thousand Four Hundred Dollars and No Cents (\$143,400.00).

## **Exhibit B**

### **LLMD I & II MAP**







# STAFF REPORT

ITEM NO. 18

DATE: JUNE 19, 2018  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: DEB FARRAR, DIRECTOR OF COMMUNITY SERVICES  
SUBJECT: CONTRACT-DEPARTMENT OF EDUCATION- STATE PRESCHOOL

## RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution R-70-18, approving the State of California Contract CSPP-8422 for the provision of preschool education services in the Early Childhood Education Division of the Community Services Department.

## BACKGROUND

The City of Colton's preschool program is funded by a grant from the State of California, Department of Education. This contract is ongoing, but must be renewed each fiscal year. As Executive Director of the program, the City Manager is the designated authority to sign the State contract.

## ISSUES/ANALYSIS

For Fiscal Year 2018-19, the State Preschool Grant will make services available for over 100 preschool children from low-income families at multiple locations including Rogers Elementary, Wilson Elementary, and Cooley Ranch Elementary schools. The state requires a designated authority to sign on behalf of the City for all childcare contracts.

## FISCAL IMPACTS

There is no general fund impact as a result of the receipt of this grant. This program utilizes the childcare fund, revenue account 206-5776, and expenditure account group 206-7200-7203. The grant amount is \$558,592, and this funding has already been allocated in the proposed budget for Fiscal Year 2018-2019.

## ALTERNATIVES

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Resolution R-70-18
2. Department of Education Contract CSPP-8422

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**RESOLUTION NO. R-70-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING THE STATE DEPARTMENT OF EDUCATION CONTRACT CSPP-8422 FOR THE PROVISION OF PRESCHOOL CHILDCARE SERVICES IN THE EARLY CHILDHOOD EDUCATION DIVISION OF THE COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2018-2019.**

**WHEREAS**, the State of California Department of Education has approved the State Preschool Contract CSPP-8422 for fiscal year 2018-2019; and

**WHEREAS**, this contract will provide \$558,592 of funding to enable the City of Colton to provide preschool childcare services to over 100 Colton families.

**NOW, THEREFORE**, the City Council of the City of Colton does hereby resolve as follows:

Section 1: The staff report accompanying this resolution is found to be true, adopted as findings, and incorporated into this resolution.

Section 2: City Council approves the State of California Contract CSPP-8422, for the provision of preschool childcare services through the Community Services Department.

Section 3: The City Manager, as the Executive Director of the program, is hereby authorized to sign the applicable documents on behalf of the City to execute this contract.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
RICHARD DE LA ROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 18 - 19**

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8422

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 36-2176-00-8

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: CITY OF COLTON

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS\* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS\*, and the FUNDING TERMS AND CONDITIONS\* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$558,592.00.

**Service Requirements**

Minimum Child Days of Enrollment (CDE) Requirement 12,215.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING <b>Jaymi Brown,</b>		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE <b>Contract Manager</b>		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <b>558,592</b>	PROGRAM/CATEGORY (CODE AND TITLE) <b>Child Development Programs</b>	FUND TITLE		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <b>0</b>	(OPTIONAL USE) <b>See Attached</b>				
TOTAL AMOUNT ENCUMBERED TO DATE \$ <b>558,592</b>	ITEM <b>See Attached</b>	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>706</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF AGENCY OFFICIAL <b>See Attached</b>		DATE			

**California Department of Education (CDE)  
DIRECTIONS AND FORMS  
FOR  
CHILD CARE AND DEVELOPMENT CONTRACTS**

**Please read the entire document carefully. This document contains the following:**

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- California Civil Rights Laws Certification (CO-005) (page 9)
- Contractor Certification Clauses (CCC-4/2017) (pages 10-13)
- Federal Certifications (CO.8) (pages 14-15)
- Contract and encumbrance page (pages 16-17)

## DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 610). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fq/aa/cd/ftc2018.asp>

2. Print **two (2) copies of this document** beginning with the Checklist through the Contract and encumbrance (pages 8-17), **single-sided only**. Do not alter documents in any way.
  - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
  - Sign documents in **blue ink** only;
  - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
  - Print name, title, and address where requested.
  - Fill in place of performance on the Federal Certifications.
  - Do not sign the encumbrance page—it's for CDE use only.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
  - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

## ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in **blue ink**.
- The contract was printed illegibly, double-sided or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

## RESOLUTION/SIGNATURE AUTHORITY

### PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

### County Offices of Education

A resolution is not required *IF* the County Superintendent signs the contract. If anyone else signs, signature authority is required.

### PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:*

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_ authorizes entering into local agreement number \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2018, by the  
Governing Board of \_\_\_\_\_  
of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
\_\_\_\_\_, of \_\_\_\_\_, County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

## FREQUENTLY ASKED QUESTIONS

### BOARD RESOLUTIONS/SIGNATURE AUTHORITY

**Do I need to provide a resolution and signature authority for an original contract?**

#### **Public Agency**

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

#### **Private Agency**

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

**Do I need a resolution for an amendment?**

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

**I work for a County Superintendent of Schools. Does my contract need a resolution?**

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

### CONTRACT COPIES

**Can we e-mail copies of the signed contract?**

No. CDE can only accept contracts containing original signatures.

### FEDERAL ID NUMBER

**What is my Federal ID number?**

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-307 form.

## **PRINTING ERRORS**

### **What is a misprint?**

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

## **CONTACT INFORMATION**

### **When should I contact the Contracts Office?**

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact the following:

Counties A-N          Gabrielle Gonzales [GGonzales@cde.ca.gov](mailto:GGonzales@cde.ca.gov)

Counties O-Y          Favio Flores [fflores@cde.ca.gov](mailto:fflores@cde.ca.gov)

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

## CONTRACT CHECKLIST

*Please note that every form in your package is required.*

Contractor name \_\_\_\_\_ Contract # \_\_\_\_\_

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
  - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed Federal Certifications (CO.8)
  - **Did you fill in the place of performance?**
- Two (2)** signed (in blue ink) child care contracts with original signatures
  - **Did you include your printed name, title, and address?**
  - **Is all of the contract language visible?**
- Two (2)** Encumbrance pages
  - **Informational only; do not sign.**
- Board resolution or minutes authorizing execution of contract (if applicable)
- Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services California  
Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

### CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO.8 (REV. 5/07)

## FEDERAL CERTIFICATIONS

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction:

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

CONTRACTOR'S NAME: CITY OF COLTON

CONTRACT NUMBER: CSPP-8422

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,918	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2176	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 16,918	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,770	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2176	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,770	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 484,875	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2176			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 484,875	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 49,029	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2176			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 49,029	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 06/19/2018 Council Agenda	DATE	336



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR  
 SUBJECT: CONTRACT – DEPARTMENT OF EDUCATION – SCHOOL AGE

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution R-69-18, approving the State of California Contract CCTR-8192 for the provision of school age education services in the Early Childhood Education Division of the Community Services Department for Fiscal Year 2018-2019.

### BACKGROUND

The City of Colton's School Age Program is funded by a grant from the State of California, Department of Education. This contract is ongoing, but must be renewed each fiscal year. As Executive Director of the program, the City Manager is the designated authority to sign the State contract.

### ISSUES/ANALYSIS

For fiscal year 2018-2019, the School Age childcare grant will make services available for low-income families that must have a documented need, and may not otherwise be able to afford services. Service will be provided at Rogers and Reche Canyon Elementary Schools, for 50-80 youth participants weekdays through the entire calendar year. The state requires a designated authority to sign on behalf of the City for all childcare contracts, and as Executive Director of the program, the City Manager is currently the designated authority to sign the State contract.

### FISCAL IMPACTS

There is no general fund impact as a result of the receipt of this grant. This program utilizes the childcare fund, revenue account 206-5777, and expenditure account group 206-7200-7202. The grant amount is \$237,151 and has been budgeted for fiscal year 2018-2019.

### ALTERNATIVES

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Resolution No. R-69-18
2. Department of Education Contract CCTR-8192

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**RESOLUTION NO. R-69-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING THE STATE DEPARTMENT OF EDUCATION CONTRACT CCTR-8192 FOR THE PROVISION OF SCHOOL AGE CHILDCARE SERVICES IN THE EARLY CHILDHOOD EDUCATION DIVISION OF THE COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2018-2019.**

**WHEREAS**, the State of California Department of Education has approved the State School Age Contract CCTR-8192 for fiscal year 2018-2019; and

**WHEREAS**, this contract will provide \$237,151 of funding to enable the City of Colton to provide school age childcare services to low income families.

**NOW, THEREFORE**, the City Council of the City of Colton does hereby resolve as follows:

Section 1: The staff report accompanying this resolution is found to be true, adopted as findings, and incorporated into this resolution.

Section 2: City approves the State of California Contract CCTR-8192, for the provision of school age services in the Early Childhood Education Division of the Community Services Department.

Section 3: The City Manager, as Executive Director of the program, is hereby authorized to sign the applicable documents on behalf of the City to execute this contract.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 18 - 19**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**DATE:** July 01, 2018

**CONTRACT NUMBER:** CCTR-8192

**PROGRAM TYPE:** GENERAL CHILD CARE & DEV PROGRAMS

**PROJECT NUMBER:** 36-2176-00-8

**CONTRACTOR'S NAME:** CITY OF COLTON

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS\* (GTC 04/2017), the GENERAL CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*, and the FUNDING TERMS AND CONDITIONS\* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.44 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$237,151.00.

**Service Requirements**

Minimum Child Days of Enrollment (CDE) Requirement 5,219.0

Minimum Days of Operation (MDO) Requirement 246

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 237,151	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 237,151	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

06/19/2018 Council Agenda

CONTRACTOR'S NAME: CITY OF COLTON

CONTRACT NUMBER: CCTR-8192

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 61,102	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2176	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 61,102	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,088	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2176	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,088	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 147,961	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2176			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 147,961	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER 06/19/2018 Council Agenda	T.B.A. NO.	B.R. NO.
	DATE	341

**California Department of Education (CDE)  
DIRECTIONS AND FORMS  
FOR  
CHILD CARE AND DEVELOPMENT CONTRACTS**

**Please read the entire document carefully. This document contains the following:**

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- California Civil Rights Laws Certification (CO-005) (page 9)
- Contractor Certification Clauses (CCC-4/2017) (pages 10-13)
- Federal Certifications (CO.8) (pages 14-15)
- Contract and encumbrance page (pages 16-17)

## DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 610). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

2. Print **two (2) copies of this document** beginning with the Checklist through the Contract and encumbrance (pages 8-17), **single-sided only**. Do not alter documents in any way.
  - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
  - Sign documents in **blue ink** only;
  - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
  - Print name, title, and address where requested.
  - Fill in place of performance on the Federal Certifications.
  - Do not sign the encumbrance page—it's for CDE use only.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
  - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

## ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in **blue ink**.
- The contract was printed illegibly, double-sided or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

## RESOLUTION/SIGNATURE AUTHORITY

### PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

### County Offices of Education

A resolution is not required *IF* the County Superintendent signs the contract. If anyone else signs, signature authority is required.

### PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_ authorizes entering into local agreement number \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2018, by the  
Governing Board of \_\_\_\_\_  
of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
\_\_\_\_\_, of \_\_\_\_\_, County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

## FREQUENTLY ASKED QUESTIONS

### BOARD RESOLUTIONS/SIGNATURE AUTHORITY

**Do I need to provide a resolution and signature authority for an original contract?**

#### **Public Agency**

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

#### **Private Agency**

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

**Do I need a resolution for an amendment?**

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

**I work for a County Superintendent of Schools. Does my contract need a resolution?**

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

### CONTRACT COPIES

**Can we e-mail copies of the signed contract?**

No. CDE can only accept contracts containing original signatures.

### FEDERAL ID NUMBER

**What is my Federal ID number?**

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-307 form.

## **PRINTING ERRORS**

### **What is a misprint?**

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:  
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

## **CONTACT INFORMATION**

### **When should I contact the Contracts Office?**

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact the following:

Counties A-N            Gabrielle Gonzales [GGonzales@cde.ca.gov](mailto:GGonzales@cde.ca.gov)

Counties O-Y            Favio Flores [fflores@cde.ca.gov](mailto:fflores@cde.ca.gov)

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

## CONTRACT CHECKLIST

*Please note that every form in your package is required.*

Contractor name \_\_\_\_\_ Contract # \_\_\_\_\_

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
  - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed Federal Certifications (CO.8)
  - **Did you fill in the place of performance?**
- Two (2)** signed (in blue ink) child care contracts with original signatures
  - **Did you include your printed name, title, and address?**
  - **Is all of the contract language visible?**
- Two (2)** Encumbrance pages
  - **Informational only; do not sign.**
- Board resolution or minutes authorizing execution of contract (if applicable)
- Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services California  
Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-8 (REV. 8/07)

## FEDERAL CERTIFICATIONS

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR  
 SUBJECT: APPROVE RESOLUTION R-68-18 AMENDING FY 2017-2018 BUDGET WITHIN EARLY CHILDHOOD EDUCATION DIVISION OF THE COMMUNITY SERVICES DEPARTMENT

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution R-68-18, amending the Fiscal Year 2017-2018 Budget for the Early Childhood Education Division (ECE) of the Community Services Department.

### BACKGROUND

The City of Colton's Preschool Program is funded by a contract from the California Department of Education. The current, amended, CDE Contract CSPP-7421 was approved by the City Council on November 21, 2017, which included increases the funding available to reimburse the City for preschool services provided for low-income families, for a total amount of \$558,592.

### ISSUES/ANALYSIS

Each year, through the mid-year budget process, Employee Services are recalculated by Finance with the exception of overtime and part-time salaries. Through the first half of the fiscal year, there was a full time vacancy within the ECE division, decreasing spending in Salary and Benefits. Due to this vacancy, the budget appropriation was amended by Finance, decreasing expenditures in the amount of \$11,464. However this created an imbalance of revenue and expenditures and a total less than the amount contracted by CDE. In order to balance the accounts and bring the budget to the Maximum Reimbursement Amount, expenditures must be increased in the Preschool account, 206-7200-7203-1040 by \$11,464, returning the total expenditures to \$558,592.

### FISCAL IMPACTS

There is no general fund impact as a result of the receipt of this contract amendment. This program utilizes the childcare fund 206, revenue account 206-5776, and expenditure account group 206-7200-7203.

Approval of Resolution R-68-18 will increase appropriations in Child Care Fund, Part Time Salaries account 206-7200-7203-1040 in the amount of \$11,646.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Resolution No. R-68-18
2. Department of Education Amendment 01 Contract CSPP-7421

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**RESOLUTION NO. R-68-18**

**A RESOLUTION OF THE CITY COUNCIL AMENDING THE 2017-18 FISCAL YEAR BUDGET WITHIN THE EARLY CHILDHOOD EDUCATION DIVISION OF THE COMMUNITY SERVICES DEPARTMENT.**

**WHEREAS**, the City of Colton entered into Contract CSPP-7421 with the California Department of Education on June 20, 2017, for the provision of preschool services by the Early Childhood Education Division of the Community Services Department; and

**WHEREAS**, the City of Colton approved Contract Amendment 01 on November 21, 2017, increasing the contract allocation of funds to \$558,592; and

**WHEREAS**, the City of Colton amended the budget through the Mid-Year process by reducing expenditures by \$11,646 causing an imbalance of revenue and expenditures, as well as a total budget less than the contracted amount of \$558,592.

**NOW, THEREFORE**, the City Council of the City of Colton does hereby resolve as follows:

Section 1: The staff report accompanying this resolution is found to be true, adopted as findings, and incorporated into this resolution.

Section 2: Authorizes amendment to the FY 2017-2018 Budget to increase Expenditure Acct #:206-7200-7203-1040 *Salaries – Part Time* by \$11,646.

**PASSED, APPROVED AND ADOPTED THIS 19<sup>TH</sup> DAY OF JUNE 2018.**

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA, City Clerk

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# STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR  
 SUBJECT: CHANGE ORDER TO CONSTRUCTION CONTRACT: ELROD FENCE COMPANY

## RECOMMENDED ACTION

Staff recommends that the City Council:

Approve and authorize City Manager to sign Change Order No. 2 to construction contract with Elrod Fence Company for fencing of Delhi Sands Flower-loving Fly habitat within the West Valley Habitat Conservation Plan to increase compensation by \$3,410.

## BACKGROUND

The West Valley Habitat Conservation Plan (“HCP”) provides open space and habitat protection for the Delhi Sands Flower-loving Fly. The adopted Memorandum of Understanding between the City of Colton and the Rivers & Lands Conservancy requires the City to fence all habitat conservation properties and remove debris prior to acceptance of the Conservation Easement by the Conservancy. On February 20, 2018, the City Council accepted the bid and approved a contract with Elrod Fence Company in the amount of \$153,620 to install fencing around the perimeter of the 20 acres of habitat conservation land donated to the City by Carl Ross. The project, currently underway, entails 1,559 linear feet of chain link fencing and 2,291 linear feet of wrought iron fencing (all fencing abutting public streets is wrought iron). On May 15, 2018, the City Council approved the first change order to the contract to fence a .9-acre habitat conservation parcel that had been acquired by the City after the initial fencing contract was approved.

## ISSUES/ANALYSIS

On May 30, 2018, a car ran into the newly installed wrought iron habitat fence on Indigo Avenue, adjacent to the Wildrose Village homes currently under construction. The accident damaged approximately 48 linear feet of the fence, including a gate. Elrod Fence Company, the contractor who is in the final stages of constructing the fencing in this area, has provided the City with a cost estimate to repair the fence of \$3,410. A Police Report was prepared and a claim has been filed by the City with the driver’s insurance company. However, due to the likely delay of several

months for the City to receive payment for its claim, for both aesthetic and security reasons, it is preferable to repair the fence as soon as possible. Therefore, staff is recommending that the City advance the funds for the repairs, pending repayment from the driver's insurance company at a later date. Repairing the fence at this time would be an efficient use of resources by eliminating costs associated with construction staging and re-bidding for additional fence construction and repair. Additionally, it will ensure a single warranty with the vendor.

### **FISCAL IMPACTS**

Unencumbered funds to cover this Change Order in the amount of \$3,410 are available in Development Services Planning Capital Improvement Account No. 100-6300-6301-3890. The City anticipates full cost recovery at a later date in response to the City's claim filed with the driver's insurance company.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Change Order #2 to Elrod Fence Company Contract
2. Construction Contract: Elrod Fence Company

**CITY OF COLTON**

DATE: June 7, 2018

FROM: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR

TO: ELROD FENCE COMPANY  
6459 MISSION BLVD., RIVERSIDE, CA 92509  
Office: (951) 684-3102

**DEVELOPMENT SERVICES DEPARTMENT**

**CONTRACT CHANGE ORDER NO. 2  
Hub City Centre Habitat Land Fencing Project**

**INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE DEVELOPMENT SERVICES DIRECTOR:**

These modifications are based upon site requirement for the completion of the project.

**I. INCREASED QUANTITY**

Item No.	Description of Work	Quantity	Total Cost
1	Repair and reconstruct 48 linear feet of wrought iron fence, including gate.	48 linear feet	\$3,410.00
<b>TOTAL AMOUNT OF CHANGE ORDER #1</b>			<b>\$ 3,410.00</b>

**III. CONTRACT AMOUNT RECONCILLATION**

ORIGINAL AMOUNT OF CONTRACT	\$ 153,620.00
CHANGE ORDER NO.1	\$ 12,840.00
CHANGE ORDER NO.2	\$ 3,410.00
<b>TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 1 and 2</b>	<b>\$ 169,870.00</b>

The amount of the contract will be increased by the sum of **\$3,410.00**. The undersigned Contractor approves the foregoing Change Order # 2 as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, for completion of the entire work on account of said Change Order #2. The Contractor agrees to furnish all labor and materials and perform all other necessary work required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City and Contractor.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

_____	_____
<b>MARK R. TOMICH, DEVELOPMENT SERVICES DIRECTOR</b>	
_____	_____
<b>BILL SMITH, CITY MANAGER</b>	
_____	_____
<b>BRIAN ELROD, SALES MANAGER, ELROD FENCE CO.</b>	

## **Attachment 1**

## **Attachment 2**

**CONTRACT**

**HUB CITY CENTER HABITAT LAND FENCING PROJECT**

THIS CONTRACT is made this 6<sup>th</sup> day of February, 2018, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and Elrod Fence Company, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**HUB CITY CENTER HABITAT LAND FENCING PROJECT**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Sixty (60)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of one-hundred fifty-three thousand six-hundred twenty dollars (\$153,620.00). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids  
Instructions to Bidders  
Contractor's Bid Forms  
Contractor's Certificate Regarding Workers' Compensation  
Bid Bond  
Designation of Subcontractors  
Information Required of Bidders  
Non-Collusion Affidavit form  
Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Provisions (or Special Conditions)  
Technical Specifications  
Greenbook Standard Specifications  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CONTRACT**

2

**CITY OF COLTON**

**ELROD FENCE COMPANY**

**By:**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
William R. Smith

\_\_\_\_\_  
BRIAN ELROD  
Name

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
SALES REP.  
Title

**Attest:**

\_\_\_\_\_  
332890  
License Number

\_\_\_\_\_  
Carolina R. Padilla, City Clerk

**Recommended By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Carlos Campos

\_\_\_\_\_  
City Attorney

**STAFF REPORT**

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK OWENS, POLICE CHIEF  
 SUBJECT: APPROVE AND ADOPT AN AGREEMENT WITH THE COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES

**RECOMMENDED ACTION**

To provide the City of Colton with contracted animal housing services, it is recommended that City Council authorize the City Manager to execute a three year Professional Services Agreement with the County of Riverside Department of Animal Services.

**BACKGROUND**

The City of Colton provides for its own animal control services and contracts with the County of Riverside Department of Animal Services regarding shelter services. The current agreement with the County of Riverside expires June 30, 2018. The County of Riverside Department of Animal Services has submitted a new agreement to commence on July 1, 2018 and end on June 30, 2021. The services provided remain the same as the previous agreement.

**ISSUES/ANALYSIS**

The County of Riverside Department of Animal Services has proposed a three (3) year agreement at a cost of \$14,212.58 per month for the first year. This would amount to a total cost of \$170,551.00, over a 12-month period. The total cost over the three year term amounts to \$511,653.00. Services in the County of Riverside proposal remain consistent as in the previous agreement. These include shelter services for livestock and fowl care, as well as, adoption and foster care placement.

**FISCAL IMPACTS**

Funding for the first year of the contract is included in the FY2018/2019 budget in the General Fund Police Administrative Professional Services expenditure account number 100-6070-6071-2350.

**ALTERNATIVES**

Provide alternative direction to staff.

Staff Report to the Mayor and City Council  
Approve and Adopt an Agreement with the County of Riverside  
Department of Animal Services  
June 19, 2018  
Page 2

**ATTACHMENTS**

A. County of Riverside Animal Services Agreement

## ATTACHMENT (A)

### County of Riverside Animal Services Agreement

## ATTACHMENT (A)

### County of Riverside Animal Services Agreement

AGREEMENT FOR ANIMAL SERVICES  
BETWEEN THE CITY OF COLTON  
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL SERVICES (the "Agreement") is made and entered into by and between the CITY OF COLTON, hereinafter "CITY", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Department of Animal Services hereinafter "COUNTY", collectively hereinafter referred to as "PARTIES".

IT IS THEREFORE AGREED AS FOLLOWS:

**1. COUNTY OBLIGATIONS:**

COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Shelter Services, attached hereto and by this reference incorporated herein.

**2. PERIOD OF PERFORMANCE:**

This Agreement shall be effective on July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2021, if mutually agreed upon by the PARTIES.

**3. COMPENSATION:**

CITY shall reimburse COUNTY the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors as specified in Exhibit B Payment Provisions attached hereto and incorporated herein by this reference.

**4. AVAILABILITY OF FUNDING:**

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit B.

**5. HOLD HARMLESS/INDEMNIFICATION:**

**5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

**5.2** With respect to any action or claim subject to indemnification herein by CITY, CITY

shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**5.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

**5.4** COUNTY shall indemnify and hold harmless the City of Colton, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the City of Colton, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

**5.5** With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

**5.6** The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

**6. INSURANCE:** COUNTY agrees to maintain the following insurance coverage's

during the term of this Agreement:

**6.1 Workers' Compensation:**

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

**6.2 Commercial General Liability:**

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

**6.3 Vehicle Liability:**

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

**6.4 General Insurance Provisions - All lines:**

**6.4.1** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

**6.4.2** The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

**7. TERMINATION:**

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

**8. FORCE MAJEURE:**

**8.1** In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

**8.2** In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

**9. ALTERATION:**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the PARTIES hereto.

**10. SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**11. RECORDS:**

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

**12. NO THIRD PARTY BENEFICIARY:**

This Agreement between CITY and COUNTY is intended for the mutual benefit of the two signing PARTIES only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

**13. NONDISCRIMINATION:**

During the performance of this Agreement, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

**14. VENUE:**

Any action at law or in equity brought by either of the PARTIES hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

**15. ASSIGNMENT:**

It is mutually understood and agreed that this Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

**16. AMENDMENTS:**

Any amendments, including any supplements, to this Agreement shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire Agreement for Animal Services and supersedes any prior written or oral Agreement inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

**17. NOTICES:**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective PARTIES at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

**COUNTY:**

Department of Animal Services  
Attention : Director  
6851 Van Buren Boulevard  
Jurupa Valley, CA 92509

**CITY:**

City of Colton  
Attention: City Manager  
650 N. La Cadena  
Colton, CA 92524

or to such other address(es) as the PARTIES may hereinafter designate in writing.

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**

**CITY OF COLTON**

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
William R. Smith, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

City Clerk

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

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Amrit P. Dhillon,  
Deputy County Counsel

By: \_\_\_\_\_  
City Attorney

**CITY OF COLTON  
EXHIBIT A  
SCOPE OF ANIMAL SHELTER SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Colton, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the Western Riverside County/City Animal Shelter ("Shelter"), or other shelter operated by the County of Riverside at County's discretion.

The handling of these animals will comply with the terms of this Agreement. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Shelter Services:**

3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

3.3 **Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.

3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside County Animal Control Ordinances, codified in the Municipal Code at Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.

3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.

3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.

3.7 **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.

3.8 **Incoming Animal Examinations/Assessments:** A cursory exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment must include the following:

3.8.1 A physical examination to determine if a medical condition exists which

- requires a veterinarian's attention
- 3.8.2 Routine vaccinations and de-worming, as needed
  - 3.8.3 External parasite treatment, as necessary
  - 3.8.4 Document the animal's incoming weight
  - 3.8.5 Scan for microchip identification
  - 3.8.6 Establish unique identifier for the animal
  - 3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 **Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 **Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Shelter.
- 3.11 **Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 **Foster Care Placement:** A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 **Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in custody of the Shelter either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law or at the Director's discretion.
- 3.14 **Euthanasia:** Provide humane euthanasia service as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records will be kept for a period of not less than three (3) years on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method.
- 3.15 **Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- 3.16 **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
- 3.17 **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.
- 3.18 **Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise owner identifiable, for holding periods as required by law.

**3.19 Missing Animals:** COUNTY shall notify police immediately of any animal found to be missing from the Shelter that had previously been impounded and/or in protective custody.

**3.20 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to provide maximum public access for the animals, to the extent possible.

**3.21 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

**3.22 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports to perform all aspects of the Shelter Services program.

**3.23 CITY Access:** COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.

**3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

**3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

**3.26 Level of Service Provided:** COUNTY will provide Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Shelter Service shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

**3.27 Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur the prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate for the shelter.

#### 4. **Compensation:**

##### 4.1 **Compensation for Sheltering:**

**4.1.1** Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12<sup>th</sup> increments. Additional costs for large animal sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day for swine, goats and sheep in accordance with ordinance and will be billed based on actual sheltering on a monthly basis.

**4.1.2** CITY will be responsible for all costs associated with any/all animals seized within the CITY boundaries which are held in Shelter, including facilities that Agreement with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This

includes animals being held as evidence in a court filing or Rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved will be charged as of the current date including but not limited to the following: IMP 1- collection; State Fine 1-collection, board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection-if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and Personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

**4.2 Compensation for Operations and Maintenance:** Compensation for Operations and Maintenance shall be based upon rate for shelter service at a specified primary shelter location and three prior fiscal year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12<sup>th</sup> increments.

**4.3 Outreach Activities:** Daily flat rates educational outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

## 5. Definitions:

**5.1** "Shelter Services," as used in this Agreement shall include, but is not limited to, the following activities:

**5.1.1** Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

**5.1.2** Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

**5.1.3** Counseling and advising animal owners.

**5.1.4** Each animal shall be identified individually and photographs of all newly impounded animals shall be posted on the Shelter website.

**5.1.5** Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

**5.1.6** Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

**5.1.7** Proper disposal of dead animals.

**5.1.8** Care and maintenance of the Shelter facility, including land and buildings.

"Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

**5.2** "Adoptable Animal," shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws are unadoptable.

**5.3** "Treatable," shall mean an animal with a medical condition such as skin problems bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources,



**CITY OF COLTON  
EXHIBIT B  
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinances 534 and 630 codified as Riverside County Code of Ordinances Title 6-Animals; relative to the services to be performed under this Agreement as follows:

**1. Animal Shelter Services:**

**1.1 Animal Sheltering Services: 1,133 x \$138\* = \$156,354/fiscal year (FY)**

Payable in 1/12<sup>th</sup> increments of **\$13,029.50/monthly.**

(Fixed rate based on past Fiscal Year impounds multiplied by the sheltering rate\* at Western Riverside County/City Animal Shelter)

**1.2 Operational and Maintenance (O&M) Costs: 1,133 x \$12.53\*=\$14,196.49/FY**

Payable in 1/12<sup>th</sup> increments of \$1,183.04/monthly.

(Fixed rate based on past Fiscal Year impounds multiplied by the O&M rate \*for Western Riverside County/City Animal Shelter)

**1.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (Additional cost billed on actuals)**

**1.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering (Additional cost billed on actuals)**

**2. Outreach Activities:** Daily flat rates for education outreach and shot clinics will be billed based on actual days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for the actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

**2.1 Shot Clinic: \$2,783\* per event flat rate billed on actual use**

\*The cost for staff, vaccinations and microchips, free to constituents with a 200 cap.

**2.2 Education outreach event \$2,553\* per event flat rate billed on actual use.**

\*The cost to staff an outreach event for the purpose of educating City constituents.

**3. Summary of Compensation for Animal Services:** The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

SERVICES	FY18/19
Shelter Service*(Fixed)	\$156,354
Operation & Maintenance* (Fixed)	\$14,197
<b>Total Shelter Services</b>	<b>\$170,551</b>

Rates are subject to change as adopted by the Board of Supervisors

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is one hundred seventy thousand five hundred fifty one dollars (\$170,551) for the period commencing July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2021, if mutually agreed upon by the PARTIES. The CITY will be provided prior year impound rates by March 31<sup>st</sup> each year for following year budgets through June 30, 2021.





## STAFF REPORT

DATE: JUNE 19, 2018  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: HAYDEE SAINZ, HUMAN RESOURCES DIRECTOR  
 SUBJECT: CONSULTANT SERVICES CONTRACT, CARL WARREN & COMPANY.

### RECOMMENDED ACTION

It is recommended that the City Council approve a one-year agreement with Carl Warren & Company to provide general liability claim administration services.

### BACKGROUND

Third Party Administration for general liability claims is a service contract to oversee and adjust liability claims and lawsuits. Typical activities include, in part: investigation, claims analysis, loss and reserve reporting, settlement negotiation, and coordination with defense attorneys etc.

Carl Warren & Company (Carl Warren) has been the City's Third Party Administrator (TPA) for general liability claims for more than sixteen years. Carl Warren has handled the City's claims and has been conducting the investigation, analysis, resolution and settlement of claims. Staff, with input from Carl Warren, make the ultimate decision on actions taken on claims and lawsuits. The City receives approximately fifty liability claims each year.

### ISSUES/ANALYSIS

For many years, the City has received TPA services through Carl Warren. Staff has been satisfied with the level of service provided in the last sixteen years. Continuity in claims handling is important to maintain control of claims that potentially could linger for years before they are settled and closed. Managing and coordinating various parties participating in a claim or lawsuit requires countless hours that cannot be absorbed by the present staff. Presently there is a separate contract for subrogation services, which is included in this contract for simplicity. The current contract expires June 30, 2018. The term of the contract is for one year and may be renewed, or cancelled with sixty days' notice.

Section 3.08.010 (G) of the Colton Municipal Code provides that subsequent contract awards to the same individual or entity for the same or similar services that will result in the city paying an aggregate amount of more than \$25,000 require City Council approval. Section 3.08.140 (E) allows the City to dispense with the bidding requirements for professional administrative operations. In this case, staff recommends that the City Council waive the bidding requirements due to the substantial level of experience the aforementioned third party administrator has.

Staff Report to the Mayor and City Council  
Subject: Consultant Services Contract – Carl Warren & Company  
Date: June 19, 2018  
Page 2

### **FISCAL IMPACTS**

Funds for this professional services contract of \$32,940.00 are approved in the FY 18-19 budget in the Risk Management Fund Professional Services Account Number 607-6040-8601-2350.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

Carl Warren & Company Contract



**CARL WARREN & COMPANY**  
Claims Management and Solutions

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**THIRD PARTY CLAIMS ADMINISTRATION CONTRACT**

THIS AGREEMENT, entered into effective July 1, 2018 by and between **CITY OF COLTON**, hereinafter called the "PRINCIPAL," and **CARL WARREN & COMPANY**, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

**WITNESSETH**

WHEREAS, PRINCIPAL has undertaken to administer the entitled matters and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially or totally funded-program, and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for commercial general liability self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

**1. GENERAL**

CONTRACTOR shall: (a) supervise and administer the self-insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the Term (as defined below) all the services more particularly set forth hereinafter.

**2. INVESTIGATIVE SERVICES**

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss.



### **3. SETTLEMENT AUTHORITY**

CONTRACTOR will promptly notify PRINCIPAL in writing of any claim which, excluding administration, adjusting, defense, all amounts payable to CONTRACTOR hereunder, and other costs and expenses, is reasonably expected in CONTRACTOR'S opinion to result in total settlement payments in excess of the settlement authority limit that is agreed upon by PRINCIPAL and CONTRACTOR (the "Authority Limit"). Such Authority Limit shall be set forth in an addendum to this Agreement, substantially in the form attached hereto as Exhibit A, and which is referred to herein as the "Payment Guidelines". Such Payment Guidelines will be binding on the parties, and incorporated into this Agreement, when executed by both parties. From time to time during the Term, the Payment Guidelines may be adjusted by mutual agreement of the parties, with each revised Payment Guidelines superseding any previously adopted Payment Guidelines and becoming binding on the parties, and incorporated into this Agreement, when executed by both parties.

### **4. CLAIMS ADJUSTMENT SERVICES**

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims, as set forth in the Payment Guidelines; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. If subrogation is pursued, the rates in Section 9 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

### **5. ADMINISTRATIVE SERVICES**

CONTRACTOR shall provide the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings



(including round trip travel) shall be provided by CONTRACTOR at the rates provided in Section 9 under ancillary services.

## **6. LEGAL SUPPORT SERVICES**

CONTRACTOR shall provide the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

## **7. SUBROGATION SERVICES**

If the Fee Schedule in Section 9 shows that CONTRACTOR will be providing subrogation services, CONTRACTOR shall: Supervise and administer the subrogation program for PRINCIPAL, represent PRINCIPAL in all matters related to the investigation, collecting processing, supervision and resolution of subrogation claims, against third parties, for damage to PRINCIPAL'S property. This Agreement does not included recovery of damages or cost relating to Workers Compensation Claims, presented by PRINCIPAL'S employees.

CONTRACTOR shall provide complete collection services to PRINCIPAL, including receipt and examination of all reports of accident, incidents, claims or cases which are or may be the subject of a subrogation claim. The investigation of such accidents, incidents, claims or cases will include determining responsibility, establishing damage amount, pursuing collection, negotiating settlements and processing of monetary recovery.

## **8. TERM OF AGREEMENT**

The term of the Agreement (the "Term") shall commence on **JULY 1, 2018** and continue until **JUNE 30, 2019**, unless terminated earlier as provided in Section 13 herein.



**9. PRICING**

PRINCIPAL agrees to pay the following claim handling and service fees for CONTRACTOR'S services:

<b>SERVICE</b>	<b>7/1/18 TO 6/30/19</b>
Liability Claims Administration (Flat Fee)	\$32,940
Data Processing	Included
Office Expense	Included
Index - Per Submission	Included
MMSEA (liability claims)	Included
<b>FIELDWORK</b>	<b>Rate</b>
Per Hour	\$85
Mileage	IRS Rate
Photographs	Included
<b>ANCILLARY SERVICES</b>	<b>FEES</b>
Subrogation (when utilized)	21% of recovery
Surveillance/Fraud Unit	Included
Miscellaneous/Allocated (i.e. police reports, medical records etc.)	
Outside Investigations	
<b>ADMINISTRATION</b>	<b>FEES</b>
Annual Administration fee includes: <ul style="list-style-type: none"> <li>➤ Data Management</li> <li>➤ Account Management</li> <li>➤ Quarterly Claim Review</li> </ul>	Included
<b>RISK MANAGEMENT INFORMATION SYSTEM</b>	<b>FEES</b>
<ul style="list-style-type: none"> <li>➤ RMIS Training</li> <li>➤ Standard Monthly Loss Run</li> <li>➤ Ongoing access (up to 3 users)</li> <li>➤ Data Extract to Carriers</li> </ul>	N/A
<ul style="list-style-type: none"> <li>➤ Additional users</li> </ul>	\$250 each per year
<b>BANKING/TRUST ACCOUNT</b>	<b>FEES</b>
<ul style="list-style-type: none"> <li>➤ Check Issuance</li> <li>➤ 1099 Reporting, including IRS File</li> <li>➤ OFAC Reporting</li> </ul>	Included



CONTRACTOR has the right to revise this fee schedule at no more frequently than one (1) year intervals. CONTRACTOR will provide a minimum of thirty (30) days prior notice of any such revision to the fee schedule to PRINCIPAL, which notice shall state the effective date of the revised fee schedule. Unless PRINCIPAL exercises its right to terminate this Agreement pursuant to Section 13(a) prior to the effective date of the revised fee schedule, such revised fee schedule shall govern for the remainder of the Term (or until further adjusted pursuant to this Section 9). If PRINCIPAL does exercise its right to terminate this Agreement pursuant to Section 9 during the period between receipt of any such revised fee schedule and the effective date of such revised fee schedule, the existing fee schedule (and not the revised schedule) shall govern for the remainder of the Term.

The above fee schedule for the services does not include "Allocated Expenses", defined to mean customary and usual costs and expenses incurred and/or paid by CONTRACTOR on PRINCIPAL'S behalf in connection with the investigation, adjustment, settlement or defense of a claim. Such costs and expenses include, but are not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure. Allocated Expenses do not include the fees payable to CONTRACTOR pursuant to the fee schedule in this Section 9, nor the salaries, wages or benefits paid to CONTRACTOR'S employees or office and other overhead expenses associated with the performance of the services hereunder by CONTRACTOR. PRINCIPAL agrees to pay for the cost of all reasonable and supportable Allocated Expenses incurred in connection with the services under this Agreement.

Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

## **10. DATA PROCESSING**

- a. The following standard services are included in this services provided pursuant to this Agreement - claims data electronically for up to three recipients and access to mycarwarren.com for up to three users. For security purposes, access to mycarwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.



- b. Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.
- c. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

## **11. PRINCIPAL'S RESPONSIBILITIES**

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. All sums due hereunder shall be paid by delivery of PRINCIPAL'S check, or wire transfer to CONTRACTOR'S offices located at the address set forth herein, within thirty (30) days following the invoice date. If any amount invoiced is in dispute, PRINCIPAL shall pay the undisputed amount and notify CONTRACTOR within thirty (30) days after the invoice date of the disputed portion; failure by PRINCIPAL to deliver written notice to CONTRACTOR of dispute with regard to any portion of an invoice within such time frame shall be deemed acceptance of the entire invoice by PRINCIPAL. Fees not paid in full within thirty (30) days of the invoice date (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11), at CONTRACTOR'S option, will be subject to per annum interest at the lower of (i) 18% or (ii) the maximum interest rate permitted by applicable law, calculated from the due date to the date payment is received by CONTRACTOR. For invoices not paid in full within thirty (30) days of the invoice date, CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure in full (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11) within ten (10) business days after the date of such notice (the "cure period"), CONTRACTOR may, without waiving any other rights or remedies to which it may



be entitled, as of the first business day following the cure period, immediately limit access to data, suspend and/or terminate this Agreement, and/or seek collection of all amounts due, including by sending outstanding invoices to a collection agency. PRINCIPAL will reimburse any costs and expenses (including, but not limited to, the fees of a collection service and reasonable attorneys' fees) incurred by CONTRACTOR to collect any amount that is not paid when due.

## **12. CONFLICT OF INTEREST**

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

## **13. CANCELLATION OF AGREEMENT**

- a. Voluntary Termination. This Agreement may be terminated at any time by either party, without cause, by giving the other party not less than sixty (60) days prior written notice of such termination.
- b. Termination for Cause. This Agreement shall terminate at the election of PRINCIPAL or CONTRACTOR if the other party breaches any material provision of this Agreement and fails to cure such breach within ten (10) business days after written notice thereof is given to the party, or in the event the breach is not capable of being cured within such ten (10) business day period, the breaching party has not commenced good faith efforts to cure such default within ten (10) business days and continued thereafter in good faith to diligently pursue the completion of such cure. Failure of PRINCIPAL to comply with Section 11 PRINCIPAL'S RESPONSIBILITIES shall qualify as cause under this Section.
- c. Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement pursuant to Section 17(f).

## **14. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT**

- a. All files on each claim shall be property of the PRINCIPAL.
- b. In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 9 herein above, for work completed by CONTRACTOR on



each claim. Upon receipt of payment of outstanding invoices (including those in Section 14(c) below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

- c. PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

### **15. HOLD HARMLESS**

- a. PRINCIPAL'S Indemnification Obligation. PRINCIPAL agrees it will indemnify, defend and hold harmless CONTRACTOR and its affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "CONTRACTOR Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such CONTRACTOR Indemnity may incur arising out of, in connection with, or in any way related to the performance of CONTRACTOR'S duties and obligations under this Agreement except claims solely resulting from or arising out of:
  - (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or
  - (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
  - (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.
- b. CONTRACTOR'S INDEMNIFICATION OBLIGATION. CONTRACTOR agrees it will indemnify, defend and hold harmless PRINCIPAL and its respective affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "PRINCIPAL Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such PRINCIPAL Indemnity may incur solely resulting from or arising out of:



- (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or
  - (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
  - (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.
- c. Limitations on CONTRACTOR's Indemnity Obligations. CONTRACTOR'S indemnification obligations set forth in this Agreement shall apply only to the extent such obligations solely relate to or solely arise in connection with claims serviced by CONTRACTOR during the Term and under the scope of this Agreement.
- d. Survival of Obligations. The obligations of the parties set forth in this Section 15 shall survive termination of this Agreement.

## **16. AUDITS**

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

## **17. MISCELLANEOUS**

- a. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California.
- b. Amendments, etc. Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both of the parties hereto.
- c. No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.



- d. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under, any applicable law of any jurisdiction, then such provision shall, as to such jurisdiction, be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, without invalidating the remainder hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- e. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be deemed to be an independent contractor to PRINCIPAL acting in the capacity as PRINCIPAL'S agent subject to the limited authority granted herein. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, partners, or joint ventures between PRINCIPAL and CONTRACTOR. CONTRACTOR shall not act as an insurer, nor shall it be ultimately financially responsible for payment or satisfaction of Claims or causes of action against PRINCIPAL.
- f. Current Law & Regulation. This Agreement is entered into with the understanding that existing Federal, State or other jurisdictional regulations will remain in effect for the duration of this Agreement. PRINCIPAL agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines, CONTRACTOR service fees may be renegotiated during the Agreement term. If revised fee agreements cannot be reached, CONTRACTOR may terminate this Agreement, at its option, after thirty (30) days written notice to PRINCIPAL.
- g. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by any party and delivered by such party by facsimile or other electronic transmission (including e-mail), and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

**(CONTRACTOR)**

**(PRINCIPAL)**

CARL WARREN & COMPANY  
**Company Name**

\_\_\_\_\_  
**Company Name**



**CARL WARREN & COMPANY**  
Claims Management and Solutions

\_\_\_\_\_  
**Signature**

Richard McAbee

\_\_\_\_\_  
**Print Name**

Chief Marketing Officer

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ANY ALTERATIONS TO THIS CONTRACT WILL RENDER THE CONTRACT NULL AND VOID. THE PRICING QUOTED IN THIS CONTRACT WILL REMAIN EFFECTIVE FOR THIRTY (30) DAYS FROM THE INCEPTION DATE LISTED ON THIS CONTRACT AFTER WHICH TIME THE CONTRACT WILL BE RECINDED.**