

**EXETER CITY COUNCIL ACTION MINUTES****May 11, 2021**

**A closed session of the City Council, City of Exeter was held on Tuesday, May 11, 2021, at 6:30 p.m., in the Exeter City Council Chambers, 137 North F Street.**

**COUNCIL PRESENT:** Barbara Sally, Frankie Alves, Dave Hails, and Justin Mills

**COUNCIL ABSENT:** None

**STAFF PRESENT:** Adam Ennis, Julia Lew, Shonna Oneal

**A. CALL TO ORDER CLOSED SESSION**

Mayor Sally called the closed session to order at 6:30 p.m.

**B. PUBLIC COMMENTS REGARDING CLOSED SESSION MATTERS**

Mayor Sally requested those who wish to speak on matters listed on the Closed Session Agenda to do so at this time.

There were no public comments presented.

**C. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):**

Mayor Sally adjourned to closed session at 6:30 p.m.

1. 54957.6 Conference with Labor Negotiators  
Agency Negotiator: Adam Ennis  
Employee Groups: All represented and unrepresented employees

**A regular session of the City Council, City of Exeter was held on Tuesday, May 11, 2021, at 7:08 p.m., in the Exeter City Council Chambers, 137 North F Street.**

**COUNCIL PRESENT:** Barbara Sally, Frankie Alves, Dave Hails, Justin Mills, and Steve Garver

**COUNCIL ABSENT:** None

**STAFF PRESENT:** Adam Ennis, Julia Lew, John Hall, Daymon Qualls, Lisa Wallis-Dutra, Shonna Oneal, and Eekhong Franco

**D. CALL TO ORDER REGULAR SESSION AND REPORT ON CLOSED SESSION ITEMS (if any)**

Mayor Sally called the regular session to order at 7:08 p.m. There were no items reported from Closed Session.

**E. PLEDGE OF ALLEGIANCE AND INVOCATION**

The Pledge of Allegiance was given by Council Member Mills and an invocation was given by Public Works Director Daymon Qualls.

**F. PUBLIC COMMENTS:**

Mayor Sally requested those who wish to speak on matters that are not on the agenda that are within the jurisdiction of the Exeter Council, or to address or request a matter be pulled from the consent calendar to do so at this time. She also stated comments related to Individual Business or Public Hearing items that are listed on the agenda will be heard at the time that matter is addressed on the agenda.

Andrew Plyman addressed the Council to inquire about the status of the City's Park & Recreation Department. City Administrator Adam Ennis provided a brief update about the status of the programs.

**G. SPECIAL SCHEDULED MATTERS: Appointment and swearing in of Steve Garver to the vacant City Council District D seat for the remaining term ending at the next general election in November 2022.**

City Administrator Adam Ennis provided a report for Council's review and consideration. With no discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Mills and unanimously carried to appoint Steve Garver to the vacant Council District D seat for the remaining term. City Clerk administered the Oath of Allegiance to Steve Garver.

**ACTION MINUTES  
EXETER CITY COUNCIL  
Page 2, MAY 11, 2021**

**H. SPECIAL PRESENTATIONS (if any):**

**a. Proclamation in honor of Public Works Week May 16 - May 22, 2021.**

Public Works Director Daymon Qualls introduced the item and highlighted the appreciation of and services provided by the employees of the Public Works Department. Mayor Sally presented a Proclamation in honor of Public Works week.

**I. CONSENT CALENDAR:**

It was moved by Mayor Pro Tem Alves, seconded by Council Member Hails and unanimously carried that the items on the Consent Calendar be approved as presented.

1. Approve regular minutes of April 27, 2021
2. Payment of the Bills
3. Payroll: April 30, 2021
4. Authorize the purchase of twenty-two Automated External Defibrillator (AED) devices from the AED Superstore, in the amount of \$23,297.99.
5. Approval to issue permits to four (4) applicants including; Abundant Life Tabernacle, EUHS Music Boosters, Exeter Outdoors Association, Inc. and Exeter Wrestling Boosters for the sale of Safe and Sane Fireworks contingent upon compliance with required booth clearances, appropriate documentation, proper on-site storage, compliance with all City Municipal Code requirements, and any County or State guidance and orders in place during the time of sales.
6. Discussion of COVID-19 status and review the need to continue the state of emergency established by Resolution 2020-12 due to the Novel Coronavirus (COVID-19) for another 60 days.
7. Adopt Resolution 2021-09 authorizing Tulare County Association of Governments, acting as the Service Authority, to extend the imposition of a one-dollar (\$1) registration fee to fund the abandoned vehicle abatement program within both the incorporated and unincorporated areas of Tulare County for a 10-year increment with a new sunset date of April 30, 2032.

**J. INDIVIDUAL BUSINESS ITEMS**

1. **Review and discussion to select and update City Council representation on outside Agency Boards and Committees** - City Administrator Adam Ennis provided a report for Council's review and consideration. Following discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Mills and unanimously carried to update the City Council representation as follows:

<u>Board/Committee</u>	<u>Representative</u>
Council of Cities	Primary: Frankie Alves Alternate: Barbara Sally Staff Representative: Adam Ennis
Chamber of Commerce Liaison	Justin Mills
San Joaquin Valley Air Pollution Control District Special Selection Committee	Primary: Dave Hails Alternate: Public Works Director Daymon Qualls
Tulare County Association of Governments Board & Tulare County Transportation Agency	Primary: Frankie Alves Alternate: Steve Garver
Tulare County Regional Transit Agency Board	Primary: Steve Garver Alternate: Dave Hails
Greater Kaweah Sustainable Groundwater Agency- Rural Communities Committee	Primary: Barbara Sally Alternate: Adam Ennis

2. **Consideration of pursuing funding and development of a transit center on City owned property on the southwest corner of Palm and F Streets** - City Administrator Adam Ennis provided a report for Council's review and consideration. Following discussion, it was moved by Council Member Hails, seconded by Council Member Mills and unanimously carried to move forward to pursue funding and development of a transit center on City owned property on the southwest corner of Palm and F Street.
3. **Public Hearing to adopt Resolution 2021-10 for a 2021/2022 Budget amendment for the City of Exeter, ratify a 2021/2022 Salary Schedule and adding the classification of Community Services Officer, and move the Business Improvement Program Fund balance of approximately \$630,000 to the General Fund as a "Committed" Fund Balance for a minimum of three years** - City Administrator Adam Ennis provided a PowerPoint presentation highlighting the 2021/2022 Budget amendment for the City of Exeter. Mayor Sally opened the public hearing at 8:22 p.m., receiving no public comment, closed the public hearing at 8:22 p.m. Following discussion, it was moved by Mayor Pro Tem Alves, seconded by Council Member Mills and unanimously carried to adopt Resolution 2021-10 with the added language in the body of the resolution regarding the Business Improvement Fund being transferred to General Fund as a committed fund balance for a minimum of three years.

**K. CITY COUNCIL ITEMS OF INTEREST**

Mayor Pro Tem reported he would be attending TCAG on Monday.

**K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS**

City Administrator Adam Ennis provided a brief update on City projects.

**L. ADJOURN REGULAR MEETING**

Mayor Sally adjourned the regular meeting at 8:28 p.m.

Shonna Oneal City Clerk

ACS/XEROX FINANCIAL SYSTEM CITY OF EXETER  
 5/10/2021 11:44:31 Payments for Publication GL335R-V08.15 PAGE

Approved on 5/06/2021 for Payments Through 5/06/2021

Vendor Name	Description	Amount
AFLAC	APRIL AFLAC PREMIUM	4,798.92
AMERICAN BUSINESS MACHINES	CH746-4/24/21-5/23/21 BA	14.84
BLUE SHIELD OF CALIFORNIA	05/01/2021-05/31/2021	28,376.92
BURRIEL/ JAMES	UB DEPOSIT REFUND	83.73
C.L.E.A.	MAY 2021 LT DISABILITY	49.00
CALIFORNIA BUSINESS MACHINES	ADMIN-4/8-5/7/21 BASE	120.22
CALIFORNIA COMPUTIFORMS, INC.	AP LASER CHECKS	449.98
CENTRAL CAL WATERWORKS, INC	MAY 2021 WWTP	6,233.33
CENTRAL VALLEY SWEEPING LLC	APR STREET SWEEPING	3,350.00
CITY OF EXETER	3/18/21-4/18/21 ASSES	1,502.04
COLLEGE OF THE SEQUOIAS	430 CLASS HAYES & FRICK	430.00
COLLINS & SCHOETTLER	APRIL 2021 PLANNING	2,497.50
COTTEN/ AMY & CALEB	UB DEPOSIT REFUND	97.90
DE HAAN/ JACOB DANIEL	UB DEPOSIT REFUND	97.90
DELTA LIQUID ENERGY, ARRO AUTO	4/22/21 ALDRIDGE PROPANE	431.53
ELITE CORPORATE MEDICAL SERV	MEDICAL CLINIC FEES-52	1,222.00
EMD NETWORKING SERVICES, INC.	APRIL 2021 VOIP	1,518.69
EWING IRRIGATION PRODUCTS INC	TORO POP-UP-STOCK	2,879.03
FOOTHILLS SUN-GAZETTE	PN-372-16 ORDINANCE	195.20
FRONTIER CALIFORNIA INC.	5139-4/16-5/15/21	759.18
FUSION CLOUD SERVICES LLC	0966/4-18/21-5/17/21	257.28
GALLS PARENT HOLDINGS LLC	REVERSIBLE JACKET	79.60
GOPHER GETTER	GOPHER SER-DOBSON/UNGER	660.00
GOVERNMENT REVENUE SOLUTIONS	FY 20/21 ANNUAL SUPP DEC	28,825.90
HEATHER MCCOY	VICTIM EXAM 4/29/2021	1,200.00
LAMB/ WILLIAM & RANETTA	UB DEPOSIT REFUND	107.94
LEAF CAPITAL FUNDING LLC	CH-KYOCERA TA4002I 001	169.02
MID VALLEY DISPOSAL, LLC	APRIL MID VALLEY	80,245.13
MOONLIGHT MAINTENANCE	APRIL PD OFFICE CLEANING	1,797.00
OASIS SECURITY SYSTEMS	SERVICE CALL 350 W FIREB	60.00
OFFICE DEPOT	BLACK HP TONER	128.35
PROFORCE	PANEL+CARRIER+TRAMA PLT	2,002.87
PRUDENTIAL OVERALL SUPPLY	4/22/21 UNIFORM SERVICE	206.64
QUAD KNOFF ENGINEERING	200130 COMPLETE ST W/ADA	31,336.74
ROBERT HALF INTERNATIONAL INC.	WEEKEND-4/30/21 LOURDES	2,088.00
SELF-HELP ENTERPRISES	APR ADMIN SERVICES	3,341.00
SIERRA SANITATION INC	STANDING SINK 4/27-5/25	94.78
SOUTHERN CALIFORNIA EDISON	9240C-3/24-4/25/21	22,880.28
SOUTHERN CALIFORNIA GAS CO.	1600/3-29 TO 4/27/21	130.17
STANDARD INSURANCE CO.	MAY 2021 LIFE INSURANCE	1,755.04
SUN BADGE COMPANY	SLIMLINE TWOTONE BADGE	3,138.36
SUNDSTROM/ WENDY & LOUISE	UB DEPOSIT REFUND	51.83
T-MOBILE USA INC	MOBILE SERV 3/21-4/20/21	183.31
TOLBERT/ GAVIN	TREE REMOVED/TRIMMED	850.00
TRANSUNION RISK & ALTERNATIVE	APR PERSON SEARCH	75.00
TULARE COUNTY	MAR-PRINT CITATION AMEND	4,969.85
UNIVAR SOLUTIONS USA INC	1906 W MYER SOD HYPO	3,246.75
US BANK N.A.	MAR CUSTODY CHARGES	42.75

Approved on 5/06/2021 for Payments Through 5/06/2021

Vendor Name	Description	Amount
VALLEY GREEN LANDSCAPE	MAR CITY PARK MAINTENANC	14,518.00
VAST NETWORKS	MAY 2021 UTILITY SYSTEM	1,000.00
VERIZON WIRELESS	12/29/20-1/29/21 IPADS	505.80
VOLLMER EXCAVATION, L.P.	TRANSFER CLASS II BASE	500.50

\*\* Final Totals... 261,555.80

Approved on 5/20/2021 for Payments Through 5/20/2021

Vendor Name	Description	Amount
AAA QUALITY SERVICES	5/9/21-6/5/21 POTTY REN	105.30
ADVENTIST HEALTH TULARE	APRIL LAB FEES	835.00
AMERICAN BUSINESS MACHINES	CH735-5/13/21-6/12/21 BA	5.12
ASPHALT COATING & SUPPLIES	ASPHALT EMULSTON-50 GA	144.82
AT&T	APRIL LIVESCAN	451.73
B.S. & E. CO INC	BLADE, 14" DIAMOND CON	506.93
BASIC	MAY COBRA ADMIN FEE	30.00
BEN-E-LECT INC.	JUNE CLAIMS 2021	4,959.80
BUZZ KILL PEST CONTROL	MAY PEST CONTROL PD	414.00
CENTRAL VALLEY SALINITY	2020 P&O STUDY CONTRIBUT	1,510.00
CHARTER COMMUNICATIONS	05/06-06/05/21 MEDIA SRV	79.82
CITY OF VISALIA	MAY 2021 ANIMAL SVC FEE	6,316.67
CRAIGS AUTO PARTS	E15 OIL FLTR SYNTHET OIL	98.06
CULLIGAN	APRIL PD WATER SERVICE	186.55
DEPT OF JUSTICE	APR FINGERPRINTS	194.00
DEPT OF TRANSPORTATION	JAN-MARCH SIGNAL/LIGHTIN	187.01
DOOLEY ENTERPRISES, INC.	9MM FULLMETAL 223 RINGPWR	7,959.78
EMD NETWORKING SERVICES, INC.	JUNE MONTHLY BILLING	1,816.10
EMPLOYMENT DEVELOPMENT DEPT	JAN-MARCH 2021 UIB	4,728.33
EXETER IRRIGATION & SUPPLY	SCH40 PVC PIPE ,SW	879.07
EXETER MOTORS, INC.	16 FORD F550 ELEMENT PAR	338.40
FARIA TRAILERS, INC.	DUMP TRAILER FENDERS	346.40
FASTENAL COMPANY	WB CAUTION BLU FLO GRN	57.37
FERGUSON ENTERPRISES INC	3" MACH 10, 12" LGTH C/F	5,037.61
FOOTHILLS SUN-GAZETTE	PN-513-21 NOTICE TO CONT	2,935.75
FP MAILING SOLUTIONS	INKJET CARTRIDGE 10ML	261.55
FRESNO OXYGEN	STD LRG FOWS CYLS	111.63
FRONTIER CALIFORNIA INC.	5714-05/04-06/03/21	84.17
GAR BENNETT LLC	LIFELINE/MATRIX SG/ SAT	3,151.69
HALL/ JOHN	EDUCATION REIM-FIRST AID	750.00
INTERSTATE BATTERIES, DBA	C65-XHD-ATCORE	171.19
LEAF CAPITAL FUNDING LLC	PW KYOCERA TA2552CI 002	104.89
LISA JOYCE WILLIAMS	BACKGROUND INVEST MORA	750.00
LN CURTIS & SONS	E11 HURST EDRAULIC SERVI	980.60
LUIS' NURSERY	PINAPPLE GUAVA PLANT	735.77
MOORE TWINING ASSOCIATES, INC	TOTAL NITROGEN (10 DAY )	1,779.00
MORRIS LEVIN & SON	1-1/2 PVC SWING CHECK	145.74
PENA'S DISPOSAL INC	SHREDDING SERVICES	215.38
ROMAN CATHOLIC BISHOP	4/2/21 ARROYO DONATION	54.00
SHAPE INC.	EMERG FLYGHT PUMP REPLAC	74,270.81
SILVER & WRIGHT LLP	APRIL F STREET LOTS	3,843.56
SONIA DOWLING	BACKGROUNG FEE-TORRES	600.00
SOUTHERN CALIFORNIA EDISON	7269B-04/09-05/09/2021	12,229.31
SOUTHERN CALIFORNIA GAS CO.	7144-04/01-05/01/21	20.73
THE BANK OF NEW YORK MELLON	4/28/21-4/27/22 REV BOND	1,250.00
UNIVAR SOLUTIONS USA INC	WELL 11 SOD HYPO 12.5%	545.49
US BANK N.A.	APR CUSTODY CHARGES	42.75
USA BLUEBOOK	BLUE-WHITE INJ VALVE	850.79

Approved on 5/20/2021 for Payments Through 5/20/2021

Vendor Name	Description	Amount
VALLEY EXPETEC	JUNE MONTHLY AGREEMENT	4,477.29
VERIZON WIRELESS	03/29-04/28/2021	1,062.28
VISALIA TIMES DELTA	FINANCE DIRECTOR RECR	104.17
VOLLMER EXCAVATION, L.P.	TRANSFER LOAD OF CLD MX	2,213.47
VORTEX INDUSTRIES INC	GARAGE DOOR REPAIR	829.50
WARREN & BAERG MANUFACTURING	CLARIFIER REPAIR	1,251.03
YARBS GRADING AND PAVING, INC.	VISALIA RD IMPROV PROJEC	545,125.90
4CREEKS, INC	CM SERV E PALM ST	51,655.60

\*\* Final Totals... 749,791.91

Approved on 5/24/2021 for Payments Through 5/24/2021

Vendor Name	Description	Amount
VALLEY EXPETEC	LENOVO THINK PAD	2,431.66
	Police Dept Laptop Lease Agreement	
**	Final Totals...	2,431.66

PAYROLL.....S BI-WEEKLY RUN-05/12/2021 14.34.46 PAGE 1  
CHECK FORM..CHEK CHECK REGISTER PR311R-V14.11 Paymate

PERIOD 1 DATING 4/26/2021- 5/09/2021 CHECK DATE 5/14/2021  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1149	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
1150	50.00	TULARE CO SHERIFF'S OFFI 9		1 VENDOR CHECK
1151	1,881.18	PHELPS/KEVIN M	429	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
1,881.18	*EMPLOYEE CHECKS	1
113.69	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
1,994.87	**TOTAL NEGOTIABLE CHECKS	3
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,994.87	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 4/26/2021- 5/09/2021 CHECK DATE 5/14/2021  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48923	144.00	CLOCEA	4	1 VENDOR STUB ONLY
48924	676.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48925	203.97	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48926	4,450.19	ENNIS/ADAM	206	1 STUB ONLY
48927	2,602.02	ONEAL/SHONNA N	203	1 STUB ONLY
48928	1,256.36	CARTER/AMY JO	502	1 STUB ONLY
48929	530.21	CORREA/BIANCA	630	1 STUB ONLY
48930	1,325.28	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48931	498.82	SANCHEZ/CESILIA	307	1 STUB ONLY
48932	2,226.42	FRANCO/EEKHONG	304	1 STUB ONLY
48933	1,224.44	FRANCO/EEKHONG	304	2 STUB ONLY
48934	315.84	CANALES/MICHAEL W	430	1 STUB ONLY
48935	1,300.25	CARRETERO/VANESSA	402	1 STUB ONLY
48936	3,314.63	CORREA/GABRIEL JR	436	1 STUB ONLY
48937	1,415.15	CULLUM/TRENT	444	1 STUB ONLY
48938	2,431.21	DURKEE/MARK	404	1 STUB ONLY
48939	1,392.91	ECHEVARRIA/TYLER J	443	1 STUB ONLY
48940	2,354.84	FERNANDEZ/CESAR	434	1 STUB ONLY
48941	2,713.71	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48942	2,133.06	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48943	2,393.96	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48944	3,252.84	HALL/JOHN T	406	1 STUB ONLY
48945	1,599.84	HAMPTON/JUSTIN	446	1 STUB ONLY
48946	2,426.78	INGLEHART/BRETT A	411	1 STUB ONLY
48947	920.87	MACLEAN/JANET L	413	1 STUB ONLY
48948	1,840.17	PRIDEAUX/TRACI	448	1 STUB ONLY
48949	2,401.25	YARBER/ISABEL	422	1 STUB ONLY
48950	1,069.42	ALDRIDGE/GARY	618	1 STUB ONLY
48951	1,389.88	ARROYO/MARIE	623	1 STUB ONLY
48952	1,219.11	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48953	1,843.74	ESPINOLA/DANIEL M	602	1 STUB ONLY
48954	2.24	GOLDSTROM/NORMAN	629	1 STUB ONLY
48955	1,547.58	HUGGINS/KYLE AARON	621	1 STUB ONLY
48956	2,836.01	QUALLS/DAYMON	607	1 STUB ONLY
48957	1,796.02	RAMIREZ/JUAN	608	1 STUB ONLY
48958	1,013.41	WENDT/EDDIE	626	1 STUB ONLY
48959	1,055.31	MILLAN/MARCUS	622	1 STUB ONLY
48960	970.97	MILLER/JAMES	624	1 STUB ONLY
48961	630.50	MIRWALD/PHILIP	625	1 STUB ONLY
48962	1,179.07	QUIROZ/PATRICK P	512	1 STUB ONLY
48963	1,825.42	HAYES/CURTIS W	437	1 STUB ONLY

PERIOD 2 DATING 5/10/2021- 5/23/2021 CHECK DATE 5/28/2021  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
1152	63.69	CA STATE DISBURSEMENT UN 2		1 VENDOR CHECK
1153	50.00	TULARE CO SHERIFF'S OFFI 9		1 VENDOR CHECK
1154	1,609.84	PHELPS/KEVIN M	429	1
1155	1,160.18	PHELPS/KEVIN M	429	2
1156	386.02	ROMERO/JOSE	428	1

TOTALS FOR CHECK FORM: CHEK		COUNTS
NEGOTIABLE CHECKS		
3,156.04	*EMPLOYEE CHECKS	3
113.69	*VENDOR CHECKS	2
0.00	*BANK CHECKS	0
3,269.73	**TOTAL NEGOTIABLE CHECKS	5
OTHER CHECKS		
0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
3,269.73	**TOTAL FOR CHECK FORM	
NON-NEGOTIABLE CHECKS		
0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 2 DATING 5/10/2021- 5/23/2021 CHECK DATE 5/28/2021  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
48964	144.00	CLOCEA	4	1 VENDOR STUB ONLY
48965	676.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
48966	203.97	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
48967	4,455.44	ENNIS/ADAM	206	1 STUB ONLY
48968	2,602.02	ONEAL/SHONNA N	203	1 STUB ONLY
48969	1,241.50	CARTER/AMY JO	502	1 STUB ONLY
48970	1,308.69	CORREA/BIANCA	630	1 STUB ONLY
48971	1,325.28	HERNANDEZ/XOCHITL	306	1 STUB ONLY
48972	593.76	SANCHEZ/CESILIA	307	1 STUB ONLY
48973	1,909.63	FRANCO/EEKHONG	304	1 STUB ONLY
48974	219.33	CANALES/MICHAEL W	430	1 STUB ONLY
48975	1,305.50	CARRETERO/VANESSA	402	1 STUB ONLY
48976	1,965.22	CORREA/GABRIEL JR	436	1 STUB ONLY
48977	1,329.92	CULLUM/TRENT	444	1 STUB ONLY
48978	3,187.93	DURKEE/MARK	404	1 STUB ONLY
48979	1,392.91	ECHEVARRIA/TYLER J	443	1 STUB ONLY
48980	2,480.90	FERNANDEZ/CESAR	434	1 STUB ONLY
48981	2,463.76	FRICK/JOCELYNN LEANN	433	1 STUB ONLY
48982	2,133.06	GIEFER/MICHAEL DAVID	438	1 STUB ONLY
48983	1,511.18	GUZMAN/TIMOTHY CHARLES	410	1 STUB ONLY
48984	3,258.09	HALL/JOHN T	406	1 STUB ONLY
48985	1,654.03	HAMPTON/JUSTIN	446	1 STUB ONLY
48986	2,595.50	INGLEHART/BRETT A	411	1 STUB ONLY
48987	1,840.17	PRIDEAUX/TRACI	448	1 STUB ONLY
48988	2,406.50	YARBER/ISABEL	422	1 STUB ONLY
48989	982.41	ALDRIDGE/GARY	618	1 STUB ONLY
48990	1,395.13	ARROYO/MARIE	623	1 STUB ONLY
48991	1,315.46	BRASSFIELD/TRAVIS	619	1 STUB ONLY
48992	1,848.99	ESPINOLA/DANIEL M	602	1 STUB ONLY
48993	1,547.58	HUGGINS/KYLE AARON	621	1 STUB ONLY
48994	2,836.01	QUALLS/DAYMON	607	1 STUB ONLY
48995	74.90	QUALLS/DAYMON	607	2 STUB ONLY
48996	1,316.50	RAMIREZ/JUAN	608	1 STUB ONLY
48997	142.24	WENDT/EDDIE	626	1 STUB ONLY
48998	1,509.13	MILLAN/MARCUS	622	1 STUB ONLY
48999	970.97	MILLER/JAMES	624	1 STUB ONLY
49000	282.28	MIRWALD/PHILIP	625	1 STUB ONLY
49001	1,184.32	QUIROZ/PATRICK P	512	1 STUB ONLY
49002	1,805.21	HAYES/CURTIS W	437	1 STUB ONLY

**City of Exeter  
Agenda Item Transmittal**

**Meeting Date:** June 8, 2021

**Agenda Item Number:** H4

**Wording for Agenda:** Adopt Resolution 2021-11 Authorizing Participation in Employment Risk Management Authority (ERMA) and authorizing City Administrator to sign coverage documents.

**Submitting Department:** Administration  
**Contact Name:** Shonna Oneal, City Clerk/HR Manager  
**Phone Number:** 592-9244  
**Email:** [soneal@exetercityhall.com](mailto:soneal@exetercityhall.com)

**Department Recommendation:**

Staff recommends that Council adopt Resolution 2021-11 as presented.

**Summary/Background:**

The Council has requested staff to continue to reduce exposure to potential liability. Over the past several years, personnel laws have been placing more burden on employers, increasing training requirements, and extending statute of limitations for complaints regarding unlawful employment practices and discrimination claims. As a result, all agencies have increased exposure to these types of claims. Currently, the City does not have insurance to cover employment practices and discrimination claims.

The City is a participant in the Central San Joaquin Valley Risk Management Authority (CSJVRMA) JPA, which provides several types of insurance coverage for the members. Currently, the City has insurance coverage through the CJSVMRA for Worker's Compensation, Liability, Property Insurance, Auto Physical Damage, and Crime Insurance. An additional option for purchase for CSJVRMA members is participation in ERMA.

ERMA is a self-insured joint powers authority created for the sole purpose of Employment Practices Liability Coverage, which is comprised of various public entities who risk share up to \$1 million against potentially unlawful employment practices and discrimination claims. ERMA started providing coverage to California public agencies in 1999 due to the fact that government entities have not historically been able to secure Employment Practices Liability (EPL) coverage at a competitive cost through the commercial insurance marketplace. All high professional standards established by California Association of Joint Powers Authorities (CAJPA) in the areas of governance, finance, claims control, safety and loss control have been met by ERMA.

The cost for the City to participate in ERMA for the 2021/2022 fiscal year is \$23,646 at a self-insured retention (SIR) amount of \$25,000. The City will be responsible for all costs incurred on a claim up to total of \$25,000. After \$25,000 in total fees related to a claim has been incurred by the City, ERMA will provide coverage on the claim and will take over decision making authority although the City's input is considered. This coverage is shared amongst participating members in ERMA.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



It is recommended that the City obtain this sole source contract with ERMA under the current umbrella of optional insurance policies offered by the CSJVRMA. Due to the hard insurance market, limited number of companies that offer EPL insurance to public agencies, the efficiency of having all insurance policies through the CSJVRMA, and the information already on file with the CSJVRMA to provide to ERMA, this is the best option for the City to pursue.

ERMA has a tailored loss prevention service designed to minimize member's EPL exposures through innovative training, education, and comprehensive claims management. Some of ERMA's program highlights that are included in the fee to participate include:

- Live Training: AB 1825/SB 1343-compliant and other relevant employment-related topics (2020/21 topics attached);
- Online Training: AB 1825/SB 1343-compliant and other relevant employment-related topics (current topics attached);
- Employee Reporting Line: Anonymous workplace wrong-doing reporting line (web-based and telephonic);
- Attorney Hotline: One-hour per month of complimentary access to one of ERMA's partner law firms (Liebert Cassidy Whitmore & Jackson Lewis); and
- Investigation & Defense of Claims: Approved Investigator Panel; Approved Defense Panel; and dedicated Litigation Manager.

As a condition to participate in ERMA coverage, the City is required to adopt a resolution expressing the desire and commitment of the City to participate in ERMA, which requires a three-year minimum participation period (the City's participation period will be a minimum of FY 2021/2022-2023/2024). Although ERMA rates have remained relatively stable over the years, a slight increase in the rates will be anticipated over the next two required years of participation and will be included in the City's next biennial budget, if approved by Council.

**Fiscal Impact:** The estimated cost to participate in ERMA for the 2021/2022 fiscal year is \$23,646, which has already been included in the adopted budget.

**Prior Council/Board Actions:** The Council previously authorized participation in the ERMA program, but the City withdrew from participation over a decade ago for reasons unknown to current staff

**Attachments:** Resolution 2021-11

**Recommended motion to be made by Council/Board:**

I move to adopt Resolution 2021-11 as presented.

**RESOLUTION 2021-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AUTHORIZING PARTICIPATION IN EMPLOYMENT RISK MANAGEMENT AUTHORITY (ERMA)**

**WHEREAS**, the City of Exeter wishes to obtain Employment Practices Liability coverage for the period beginning July 1, 2021; and

**WHEREAS**, the Employment Risk Management Authority (ERMA) is a self-insured joint powers authority created for the sole purpose of Employment Practices Liability Coverage. ERMA is comprised of various public entities who risk share up to \$1 million against potentially unlawful employment practices and discrimination claims; and

**WHEREAS**, ERMA formed primarily due to the fact that government entities have not historically been able to secure Employment Practices Liability (EPL) coverage at a competitive cost through the commercial insurance marketplace; and

**WHEREAS**, ERMA has met all of the high professional standards established by the California Association of Joint Powers Authorities (CAJPA) in the areas of governance, finance, claims control, safety and loss control and ERMA is fully accredited by CAJPA. CAJPA's accreditation process requires reviews by independent consultants in the areas of accounting, claims adjusting, and actuarial analysis; and

**WHEREAS**, ERMA provides services to both Joint Powers Insurance Authorities and individual public entities; and

**WHEREAS**, the City of Exeter has determined that it is in the best interest to become a member of ERMA for the purpose of obtaining Employment Practices Liability coverage; and

**WHEREAS**, ERMA requires the City of Exeter to pass a resolution expressing the desire and commitment of the City of Exeter's participation in ERMA, which requires a three year minimum participation period. City of Exeter also understands our entity will be bound by the provisions in the ERMA Joint Powers Agreement just as though it were fully set forth and incorporated herein whether our entity had signed it individually or through an underlying Joint Powers Insurance Authority.

**NOW, THEREFORE BE IT RESOLVED THAT**, the City of Exeter approves participation in ERMA commencing July 1, 2021; and

THAT, the City Administrator on behalf of the City of Exeter is hereby authorized to take any and all actions necessary to implement the foregoing resolution.

**Passed, approved, and adopted this 8<sup>th</sup> day of JUNE 2021, by the following vote:**

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Mayor

ATTEST:

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City Clerk

**City of Exeter  
Agenda Item Transmittal**

**Meeting Date:** June 8, 2021

**Agenda Item Number:** H5

**Wording for Agenda:** Council authorization for the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$105,361.00.

**Submitting Department:** Police  
**Contact Name:** Chief Hall  
**Phone Number:** 592-3103 ext. 2001  
**Email:** [jhall@exeterpd.com](mailto:jhall@exeterpd.com)

**Department Recommendation:**  
Staff recommends that Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$105,361.00.

**Summary/Background:**

It is essential for public safety that when members of the community call 911, their call is promptly answered by trained personnel who gathers the appropriate information, and that information is subsequently provided via radio to officers in the field, thus allowing officers to respond. This service must be provided 24 hours a day, 7 days a week, without fail.

To provide these services "in house" the Exeter Police Department (EPD) would be required to establish a Public Safety Answering Point (PSAP) capable of receiving multiple 911 calls, in addition to non-emergency calls. Furthermore, EPD would then be required to staff this facility with specially trained personnel to answer the phones and then dispatch those calls for service to officers in the field. This would require the hiring of several additional full-time personnel as well as a significant outlay of capital for proper phone, dispatch consoles and possibly office space that meets essential service facility requirements.

EPD has been, and is currently receiving these services through an established contract with the Tulare County Sheriff's Office. These services were provided last year at an annual cost of \$95,783.00. This year the County is increasing the cost by 10%, to \$105,361.00 to be paid within 30 days of receipt of the invoice. The County has previously made the City aware that recouping their actual costs, which continue to increase, have required increasing their rates the last couple of years. The City would not be able to provide these services any other way for this cost.

The current agreement is set to expire June 30, 2021. The new agreement would go into effect July 1, 2021 and expire June 30, 2022.

**Fiscal Impact:**

This contract will be funded through monies currently available and budgeted for in the Police Department's Operating Budget in the General Fund.

**Prior Council/Board Actions:** The previous annual contract(s) have been approved by previous Councils.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Attachments:** Copy of the proposed contract agreement.

**Recommended motion to be made by Council/Board:** I move that the Council authorize the City Administrator to enter into a one-year agreement with Tulare County to provide dispatch services for \$105,361.00.

**EMERGENCY DISPATCH AND COMMUNICATION SERVICES AGREEMENT  
BETWEEN THE COUNTY OF TULARE AND  
THE CITY OF EXETER**

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**THIS AGREEMENT** ("Agreement") is entered into as of June 29, 2021, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the **CITY OF EXETER**, an incorporated city within the State of California ("CITY"). COUNTY and CITY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** CITY desires to contract with COUNTY for COUNTY to provide 24-hour emergency dispatch and communication services; and
- B.** COUNTY is agreeable to rendering such emergency dispatch and communication services as herein set forth.

**ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of July 1, 2021 and expires at 11:59 p.m. on June 30, 2022 unless earlier terminated in accordance with the provisions of this Agreement, or unless the Parties extend the term by a written amendment to this Agreement.

**2. SCOPE OF SERVICES:** See attached **Exhibit A**.

**3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.

**4. INSURANCE:** COUNTY and CITY, each at their sole cost and expense, to protect against liability arising from any and all negligent acts or incidents caused by their employees, shall maintain during the term of this agreement Commercial General Liability and Professional Liability insurance in amounts not less than two million dollars (\$2,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, Automobile Liability (any auto) of two million dollars (\$2,000,000) per occurrence. If an annual aggregate applies it must be no less than two million dollars (\$2,000,000). COUNTY and CITY shall maintain evidence of workers' compensation and disability coverage as required by law. Coverage under such insurance shall be obtained from a carrier rated A, or better, by AM Best or a qualified program of self-insurance.

**5. GENERAL TERMS AND CONDITIONS:** See attached **Exhibit C**.

**6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
Tulare County Sheriff's Office  
Business Office, Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277

**With a Copy to:**  
County Administrative Officer  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005

Phone No.: (559) 802-9449  
Fax No.: (559) 737-4283

Fax No.: 559- 733-6318

**CITY:**

City Administrator  
City of Exeter  
137 North F Street  
Exeter, CA 93221  
Phone No.: (559) 592-9244  
Fax No.: (559) 592-3556

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** The Parties represent and warrant that the individual(s) signing this Agreement on their behalves are duly authorized and have legal capacity to sign this Agreement and bind the Party to its terms. The Parties have each relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**9. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CITY OF EXETER**

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

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

By \_\_\_\_\_

Amy Shuklian, Chair of the Board  
Tulare County Board of Supervisors

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Template approved as to form by  
County Counsel on May 11, 2021  
Matter # 2021490

**EXHIBIT A  
SCOPE OF SERVICES  
CITY OF EXETER**

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- (a) COUNTY agrees to provide emergency dispatch and communication to CITY as follows:
  - i. Answer and interrogate all emergency calls and callers seven (7) days per week, 24 hours per day.
  - ii. Alert appropriate personnel, as designated by CITY, for emergency response.
  - iii. Monitor response and dispatch additional personnel and/or equipment as requested by Incident Commander.
- (b) COUNTY agrees to provide electronic access to CITY to the Sheriff's records management system for records/report writing application. CITY shall have full electronic access to all CITY index data. CITY access to records management system shall be limited to law enforcement personnel including clerk and aides, as required.
- (c) CITY shall be responsible for obtaining a software license for the application. All cost incurred for the software license will be the responsibility of CITY.
- (d) Data from the programs will be stored on existing COUNTY servers and will account for a small percentage of usage on those servers.
- (e) Connectivity will be obtained via existing network infrastructure with little to no impact to the COUNTY.
- (f) There will be no cost to CITY to access the Sheriff's records management system records/report writing application.

**EXHIBIT B  
PAYMENT FOR SERVICES  
CITY OF EXETER**

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1. The annual cost for all services is \$105,361.
  
2. Billing by COUNTY will be submitted on an annual basis for services performed during the year, July 1, 2021 to June 30, 2022. COUNTY will send CITY an invoice by July 31, 2021. Payment will be due by the CITY to the COUNTY within 30 days after receipt of the invoice.

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS  
EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES AGREEMENT  
CITY OF EXETER**

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**1. LIMITATION OF LIABILITY:**

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY BE LIABLE UNDER THIS AGREEMENT TO CITY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 1(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$106,361, WHICHEVER IS LESS.

(c) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH 1 SHALL NOT APPLY TO: (1) DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF PARAGRAPH 8 (CONFIDENTIALITY); (2) DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER PARAGRAPH 5; AND (3) DAMAGES OR LIABILITIES ARISING FROM WILLFUL MISCONDUCT.

**2. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent contractor. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of CITY. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and CITY will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services.

**3. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**4. CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations

promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, from making any decision on behalf of the public entity in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any decision that has the potential to confer any pecuniary benefit on the consultant/contractor or any business firm in which consultant/contractor has an interest, with certain narrow exceptions.

(b) The Parties agree that if any facts come to their attention that raise any questions as to the applicability of conflicts of interests laws, then the Party will immediately inform the other Party and provide all information needed for resolution of this question.

#### **5. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, CITY shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold CITY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents .

#### **6. TERMINATION:**

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving ninety (90) days' prior written notice to CITY of its intention to terminate under this provision, specifying the date of termination. CITY will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by CITY or anyone acting on CITY'S behalf, as to any matter related in any way to subject matters of this Agreement, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5- day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination. CITY will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement.

**(c) Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

**7. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**8. CONFIDENTIALITY:** CITY may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CITY that CITY has previously identified as confidential. If COUNTY determines that it must disclose any information that CITY previously identified as confidential, then it shall promptly give CITY written notice of its intention to disclose such information and the authority for such disclosure. CITY shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with CITY in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from CITY, or CITY has notified COUNTY that it will not seek such an order, or CITY has sought and a court has declined to issue a protective order for such information. If CITY seeks a protective order for such information, CITY shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's

fees awarded to the requestor. The duty of COUNTY and CITY to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**9. DISPUTES AND DISPUTE RESOLUTION:** The Parties shall continue with their responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**10. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**11. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**12. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**13. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**14. WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

**15. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes this Exhibit C "General Terms and Conditions") and any other Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**16. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a

material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**17. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**18. RECYCLED PAPER CONTENT:** To the extent services under this Agreement include printing services, pursuant to Public Contract Code section 22153 the Parties shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

**City of Exeter  
Agenda Item Transmittal**

**Meeting Date:** June 8, 2021

**Agenda Item Number:** 11

**Wording for Agenda:** Consideration of appointment of Vicki Riddle to the Planning Commission seat declared vacant effective March 14, 2021 with a term ending January 31, 2025; or delay appointment and direct staff to solicit additional applications for consideration.

**Submitting Department:** Administration  
**Contact Name:** Shonna Oneal, Adam Ennis  
**Phone Number:** 592-9244, 592-4539  
**Email:** [soneal@exetercityhall.com](mailto:soneal@exetercityhall.com)  
[adam@exetercityhall.com](mailto:adam@exetercityhall.com)

**For action by:**  
 City Council

**Regular Session:**  
 Consent Calendar  
 Regular Item  
 Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Department Recommendation:**

Staff recommends that Council consider appointment of Vicki Riddle to the Planning Commission seat declared vacant effective March 14, 2021 with a term ending January 31, 2025; or delay appointment and direct staff to solicit additional applications for consideration.

**Summary/Background:**

On March 14, 2021, Commissioner Jim Tyler, submitted his resignation from the Planning Commission effective March 14, 2021, which created an unexpected vacancy for a term ending January 2025. At the March 23, 2021 City Council meeting, Council declared the seat vacant effective March 14, 2021 and directed staff to solicit applications for consideration.

City staff posted the vacancy March 24, 2021 on the City's website, City's Facebook, and at the Administration Office and requested applications be submitted by April 16, 2021. No applications were received. Therefore, the vacancy was re-posted and the deadline to submit applications was extended to May 15, 2021. No applications were received.

On May 31, 2021, an application to fill the vacancy on the Planning Commission was submitted by Vicki Riddle.

Pursuant to City of Exeter Ordinance §2.16.020, appointments for new members to the Planning Commission are done by the Mayor with approval of the Council. Council may appoint Vicki Riddle to the vacancy, or delay appointment and direct staff to solicit additional applications for consideration to allow other applicants that may be interested to apply.

**Fiscal Impact:** None

**Prior Council/Board Actions:** On March 23, 2021, the Council declared Commissioner Jim Zigler seat vacant effective March 14, 2021 and instructed staff to solicit applications.

**Attachments:** Planning Commission Vacancy – Application for Consideration, Vicki Riddle

**Recommended motion to be made by Council/Board:** I move to 1.) appoint Vicki Riddle to the Planning Commission seat declared vacant effective March 14, 2021 with a term ending January 31, 2025; or 2.) delay appointment and direct staff to solicit additional applications for consideration.

# CITY OF EXETER



100 North C Street – P.O. Box 237 - Exeter, CA 93221  
(559) 592-9244 - Fax (559) 592-3556

## Planning Commission Vacancy – Application for Consideration

Name: Vicki Riddle

Date: 5/31/21

Street Address: 463 South E Street

Mailing Address: P.O. Box 54

Phone: 559-802-2579 Email: vmiglorin@yahoo.com

How long have you lived in Exeter? 29 years

Occupation: Retired, Full Time Volunteer

Professional and/or Community Activities: Trustee Special District Exeter Cemetery, Tulare

County Youth Commissioner representing District 1.

Signature: *Vicki Riddle*

On a separate sheet, please provide a statement (no more than a single page) that describes your interest in the position, the knowledge/skills/abilities that you feel make you a strong candidate for the position, and any additional information that you think will be helpful in evaluating your suitability for the position.

**Please return by May 15, 2021 to:**

**In Person:** 137 North F Street, Exeter (10:00 a.m. – 2:00 p.m. Monday through Friday)

**Mail:** City of Exeter, Attn: City Clerk, P.O. Box 237 Exeter, CA 93221

**Email:** [soneal@exetercityhall.com](mailto:soneal@exetercityhall.com)

**City of Exeter  
Agenda Item Transmittal**

**Meeting Date:** June 8, 2021

**Agenda Item Number:**

**12**

**Wording for Agenda:** Authorization for the City Administrator and City Attorney to sign an agreement with Tulare County authorizing the County to apply for the full 5-year formula application for the Permanent Local Housing Allocation (PLHA) on the city's behalf for use on the previously approved affordable housing project to be located in Farmersville and for the City Administrator to send a letter notifying PLHA staff of Exeter's withdraw of their application as well as execute any other related documents.

**Submitting Department:** Administration

**Contact Name:** Adam Ennis

**Phone Number:** 592-9244

**Email:** adam@exetercityhall.com

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

**City Administrator  
(Initials Required)**



**Department Recommendation:**

Staff recommends that Council:

- 1) Authorize the City Administrator and City Attorney to sign an agreement with Tulare County authorizing the County to apply for the full 5-year formula application for the Permanent Local Housing Allocation (PLHA) on the city's behalf for use on the previously approved affordable housing project to be located in Farmersville,
- 2) Authorize the City Administrator to send a letter notifying PLHA staff of Exeter's withdraw of their application as well as execute any other related documents.

**Summary:**

On July 14, 2020, the Council held a public Hearing and; 1) adopted Resolution 2020-31 that adopted the City's five-year Permanent Local Housing Allocation (PLHA) Plan for an affordable housing project to be located in the City of Farmersville and administered by Self-Help Enterprises or Tulare County and authorized the submittal of the application/plan for funding and 2) adopted Resolution 2020-31 authorizing the City Administrator to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which were related to the Program or the PLHA grant awarded.

There is some risk to the City if the project were to not be administered in accordance with the funding guidelines, the State could require the awardee, which would be the City in this case, to return the funding. Staff believed that this risk should be low since the County and SHE have many years of experience administering these types of programs. However, during the Council meeting on July 14, 2020, the possibility of formally transferring the award from the City to the County, entering into an agreement with the County to administer the project outside the scope of the State contract, or simply working with SHE to administer funds was discussed. In the discussion Council expressed their desire to fully delegate the funding to the County so that the City would not be in between the funding agency and the project administrators. The County was willing to take on administration and execute documents for full delegation of the funds.

The opportunity has come to fully delegate the funding to the County by signing an agreement with Tulare County authorizing the County to apply for the full 5-year formula application for the Permanent Local Housing Allocation (PLHA) on the city's behalf for use on the previously approved affordable housing project to be located in Farmersville and for the City Administrator to send a letter notifying PLHA staff of Exeter's withdraw of their application as well as execute any other related documents. These actions would make the County the actual applicant for the funding and relieve the City of any responsibility with the execution of the project and funding process. The agreement is currently being developed by the County for submittal to the City for review and any necessary changes for execution.

**Background:**

The California Department of Housing and Community Development (Department) released a Notice of Funding Availability (NOFA) for approximately \$195 million in funding for the Permanent Local Housing Allocation (PLHA) program for Entitlement and Non-entitlement Local governments. The NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorized the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their communities.

For the 2019-20 fiscal year, the Department will issue two separate NOFAs to award the (PLHA) funds:

- 1) Entitlement and Non-entitlement Local government formula component NOFA; and
- 2) Non-entitlement Local government competitive component NOFA (anticipated in August 2020)

The Entitlement and Non-entitlement formula allocation NOFA outlines threshold and application requirements, as well as defines the method in which funds will be distributed for Entitlement and Non-entitlement Local governments. Ninety percent of the money will be allocated based on the formula used under Federal law to allocate CDBG funds within California, as specified in Title 42 United States Code (USC), Section 5306 and will be distributed to Entitlement Local governments and Non-entitlements local governments via a competitive grant program. Non-entitlement Local government allocations come from ten percent of the moneys available and allocated equitably among Non-entitlement local governments. Allocations are distributed on an annual basis in response to an application defining the eligible planned use of funds for five years.

Eligible activities include:

- 1) Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live work, rental housing that is affordable to extremely low-, very low-, or moderate-income households, including necessary operating subsidies.
- 2) Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADU's shall be available for occupancy for a term of no less than 30 days.
- 3) Matching portions of funds into local or regional housing trust fund.
- 4) Matching portions of funds available through the Low- and Moderate Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalize reserves for Services connected to the preservation and creation of new permanent supportive housing.

- 6) Assist persons experiencing or At risk of homelessness, including, but no limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permeant and transitional housing.
- 7) Accessibility modifications in Lower-income Owner-occupied housing.
- 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
- 9) Homeownership opportunities, including, but not limited to, down payment assistance.
- 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects or matching funds invested by the county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

The proposed plan must describe the manner in which the allocated funds will be used for eligible activities. Describe the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60% of AMI. Describe how the Plan is consistent with programs set forth in the City's Housing Element. Be authorized and approved by resolution, and ensuring the public had adequate opportunity to review and comment on the contents of the Plan. The annual allocation for the City of Exeter is \$97,819 for a five-year total of \$589,562. The City of Exeter did not have a development planned that would be an eligible project nor the resources available to create a project for this program within the time constraints for the funding so the following plan was proposed.

The City of Exeter's proposed five-year plan activities include:

- 1) Providing financing for the development of Farmersville Village, a 108 unit affordable multifamily project serving households with incomes at or below 60% of AMI.
- 2) Five-percent of each annual allocation can be used to cover administrative cost associated with the administration of the plan. Staffing and overhead cost directly related to carrying out the eligible activities are "activity costs" not subject to the cap on "administrative cost."

The development of affordable housing in the County is a benefit to the City being served and the surrounding community. The proposed project will provide one, two and three bedroom units, which will provide housing for families, seniors on fixed incomes, and households that are at-risk of homelessness. Resident services will be provided on-site, including an after school program for children, financial literacy and homeownership counseling, and a variety of health and wellness activities. Additionally, SHE will work to set-aside some units as Permanent Supportive Housing for households experiencing homelessness or at-risk of becoming homeless. Overall, affordable housing is needed throughout Tulare County, and use of funds allocated to the City of Exeter is a good demonstration of support and collaboration for the neighboring City of Farmersville and Tulare County.

The application and approved five-year plan were due by 5:00 PM on July 27, 2020. The Housing and Community Development Department anticipated issuing award letters between August 2020 and October 2020.

**Fiscal Impact:** There would be no fiscal impact to the City of Exeter and minimal staff time to assist in fully delegating the funding of the project to the County. These funds are to be administered by Self-Help Enterprises who will work with the City of Farmersville and Tulare County in order to complete the project.

**Prior Council/Board Actions:** Adoption of Resolution 2020-32 – Resolution to Execute an Agreement For the Permanent Local Housing Allocation Program and adoption of Resolution 2020-31 – Resolution to Adopt a Permanent Local Housing Allocation Plan

**Attachments:** None

**Recommended motion to be made by Council/Board:** I move to

1) Authorize the City Administrator and City Attorney to sign an agreement with Tulare County authorizing the County to apply for the full 5-year formula application for the Permanent Local Housing Allocation (PLHA) on the city's behalf for use on the previously approved affordable housing project to be located in Farmersville,

2) Authorize the City Administrator to send a letter notifying PLHA staff of Exeter's withdrawal of its application, and providing authorization to execute any other related documents.