



## EXETER CITY COUNCIL REGULAR MEETING AGENDA

**February 24, 2026, 6:30 PM**  
City Hall, 137 North F Street  
Exeter, California 93221

**Mayor**  
Jacob Johnson  
**Mayor Pro Tem**  
Jeff Wilson  
**Council Members**  
Vicki Riddle  
Frankie Alves  
Bobby Lentz

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Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, February 24, 2026, at 6:30 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

Staff Reports related to items on the agenda are available on the City's website at <https://cityofexeter.ca.gov/> and available for viewing at City Hall.

**6:30 p.m.**

### **A. CALL TO ORDER CLOSED SESSION**

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

Comments from the public are limited to items listed on the closed session matters (GC 54954.3a). Speakers will be allowed three (3) minutes. Please begin your comments by stating your name and providing your City of residence.

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

1. GC 54956.9(d)(2) – Conference with Legal Counsel  
Re: Anticipated Litigation/Significant Exposure to Litigation – One (1) Case:

2/13/26 Letter from Attorney M. Tsai

2. 54956.9(d)(1) Conference with Legal Counsel  
Re: Existing Litigation – Two (2) Cases:

Hall v. City of Exeter, et al. , U.S. District Court No. 1:25-cv-01877-KES-EPG

Martinez v. Lujan et al., U.S. District Court No. 1:25-cv-01494-SAB

**7:00 p.m.**

### **D. CALL TO ORDER REGULAR SESSION**

## E. INVOCATION

## F. PLEDGE OF ALLEGIANCE

## G. PUBLIC COMMENTS

This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Exeter City Council. In compliance with public meeting laws, Council cannot discuss topics that are not included on the published agenda. This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Public comments related to all pulled Consent Calendar Items and all Individual Business or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at a time the Public Hearing is opened for comment.

In fairness to all who wish to speak tonight, comments shall be limited to five (5) minutes for each individual, ten (10) minutes for an individual representing a group, and thirty (30) minutes overall for the entire public comment period, unless otherwise indicated by the Mayor. Although not required, speakers are asked to begin their comments by stating their name and city of residence.

## H. CONSENT CALENDAR

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of February 10, 2026, Regular Meeting Minutes (pp. 5 – 8)
2. Approval of the Payment of Bills for February 6, 2026, and February 9, 2026 (pp. 9 – 19)
3. Approval of Payroll for the Period of January 26, 2026, to February 8, 2026 (pp. 20 – 27)
4. Approval of a Facility Use Request, Street Closure Request and a Special Event Fee Waiver in the Amount of \$274.00 for the Exeter Mural Committee's Annual Garden Party Fundraiser on May 3, 2026 (pp. 28 – 35)
5. Approval of the Request for Qualifications (RFQ) for On-Call Professional Engineering Services for Federal and State Funded Projects and Authorize Staff to Release the RFQ Pending Final Review and Approval from the State of California (pp. 36 – 108)
6. Authorizing the Purchase of a Crack Seal Maintenance Trailer from KM International for Street Preventative Maintenance (pp. 109 – 112)
7. Adoption of **Resolution No. 2026-06**, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Apply for and Administer the Zero-Emission Landscaping Equipment (ZeLe) Voucher Program through the San Joaquin Valley Air Pollution Control District (SJVAPCD) (pp. 113 – 119)

**I. INDIVIDUAL BUSINESS ITEMS**

Comments related to Individual Business and Public Hearing Items are limited to three (3) minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

- 1. Conduct a Public Hearing and Consider Adoption of **Resolution No. 2026-05**, A Resolution of the City Council of the City of Exeter Updating the City of Exeter Fee Schedule to Establish and Align Animal Control–Related Fees Consistent with Ordinance No. 717 and the City’s Animal Control Services Agreement with the City of Visalia (pp. 120 – 177)  
*Presented by Jason Ridenour, City Administrator*
- 2. Consider Partnership with the Exeter Chamber of Commerce in the 2026 Summer Concert Series and Sponsorship Contribution in the Amount of \$1,500, as Requested by the Chamber of Commerce (pp. 178 – 181)  
*Presented by Jason Ridenour, City Administrator*
- 3. Consider Adoption of **Resolution No. 2026-07**, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Apply for Transportation and Parks Grant Funding Opportunities (pp. 182 – 186)  
*Presented by Javier Andrade, Contract City Engineer*
- 4. Consider Continued Membership in League of California Cities (pp. 187 – 207)  
*Presented by Jason Ridenour, City Administrator*

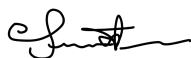
**J. CITY COUNCIL ITEMS OF INTEREST**

**K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS**

**L. REGULAR MEETING ADJOURNMENT**

State of California )  
County of Tulare ) ss.  
City of Exeter )

I declare under penalty of perjury that I am employed by the City of Exeter, in the Administrator’s Office; and that I posted this Agenda on the bulletin board outside of City Hall 137 N. F St. Exeter CA 93221 on February 6, 2026, and online on the [City of Exeter website](#).



\_\_\_\_\_  
Francesca Quintana, City Clerk

In compliance with the Americans with Disabilities Act, and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the City Clerk (559)592-9244. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet. (28 CFR 35.102-35. 104 ADA Title II).

Materials related to an item on this Agenda submitted to the legislative body after distribution of the agenda packet are available for public inspection at City of Exeter, Administration Office 314 W. Firebaugh, Exeter CA 93221 during normal business hours.



**EXETER CITY COUNCIL  
REGULAR MEETING AGENDA  
ACTION MINUTES**

**February 10, 2026, 6:00 PM**  
City Hall, 137 North F Street  
Exeter, California 93221

**Mayor**  
Jacob Johnson  
**Mayor Pro Tem**  
Jeff Wilson  
**Council Members**  
Vicki Riddle  
Frankie Alves  
Bobby Lentz

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Notice is hereby given that the Exeter City Council will hold a Regular Meeting on Tuesday, February 10, 2026, at 6:00 p.m. in person at Exeter City Hall located at 137 N. F St. in Exeter California, 93221.

Staff Reports related to items on the agenda are available on the City's website at <https://cityofexeter.ca.gov/> and available for viewing at City Hall.

**6:00 p.m.**

**A. CALL TO ORDER CLOSED SESSION**

Mayor called the closed session to order at 6:00 p.m.

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

No public comments were presented.

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

1. GC 54956.9(d)(2) Conference with Legal Counsel  
Re: Anticipated Litigation – Significant Exposure to Litigation: Two (2) Cases (facts not known to potential plaintiffs)
2. 54956.9(d)(1) Conference with Legal Counsel  
Re: Existing Litigation – One (1) Case:  
City of Exeter v. Sandra Kay Bumgarner, et al., Tulare County Superior Court No. VCU323368
3. 54956.9(d)(4) Conference with Legal Counsel  
Re: Potential Initiation of Litigation: One (1) Case

**7:00 p.m.**

**D. CALL TO ORDER REGULAR SESSION**

Mayor called the regular session to order at 7:00 p.m. City Attorney noted that there was no reportable action out of closed session.

**E. INVOCATION**

Led by Mayor Johnson.

**F. PLEDGE OF ALLEGIANCE**

Led by Council Member Alves.

**G. PUBLIC COMMENTS**

Public comment was received from Kirk Gilles. Mr. Gilles informed the City Council and members of the public that he attended the Measure P meeting in his capacity as the Measure P representative and noted that the committee is requesting the City’s second quarter reports. He also provided an update from the Exeter Cemetery District.

Public comment was received from Sandy Blankenship. Ms. Blankenship stated that she will be attending City Council meetings on behalf of the Exeter Chamber of Commerce and expressed her enthusiasm about working collaboratively with the City.

**H. CONSENT CALENDAR**

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of January 27, 2026, Regular Meeting Minutes (pp. 5 – 9)
2. Approval of the Payment of Bills for January 23, 2026 (pp. 10 – 16)
3. Approval of Payroll for the Period of January 11, 2026, to January 25, 2026 (pp. 17 – 24)
4. Adoption of Resolution No. 2026-04, A Resolution of the City Council of the City of Exeter Approving an Updated Salary Schedule to Include the Code Enforcement Officer Classification (pp. 25 – 38)
5. Approval of a Two-Year School Resource Officer Agreement Between the City of Exeter and the Exeter Unified School District for Fiscal Years 2026–2028 (pp. 39 - 62)
6. Authorizing a Project Cost Increase for Replacement of the Clarifier Gearbox at the Wastewater Treatment Plant (pp. 63 – 65)
7. Authorize the Purchase of Eight Fire Hydrants from Pace Supply and Appropriating the Necessary Funds (pp. 66 – 68)
8. Authorize an Agreement for the Installation of Replacement Fire Hydrants with Charles Testerman General Engineering (pp. 69 – 80)

<b>Approval of Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

**I. INDIVIDUAL BUSINESS ITEMS**

Comments related to Individual Business and Public Hearing Items are limited to three (3) minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. Consider Approval of Dedication Plaque Text and Design for the Mike Germaine Bark Park (pp. 81 – 87)

*Presented by Jason Ridenour, City Administrator*

City Administrator provided a report for the City Council and members of the public.

Mayor opened the item up for public comment. No public comment was received.

<b>Approval of Dedication Plaque Text and Design for the Mike Germaine Bark Park</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
WILSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

2. Authorize the Replacement of the Fire Department Roof and Authorize the City Administrator to Execute an Agreement with M&M Roofing of Tulare, CA and any Documents Thereto, and Appropriate the Necessary Funds (pp. 88 – 94)

*Presented by Zachary Boudreaux, Public Works Director*

Public Works Director provided a report for the City Council and members of the public.

Mayor opened the item up for public comment. No public comment was received.

<b>Authorization of the Replacement of the Fire Department Roof and Authorizing the City Administrator to Execute an Agreement with M&amp;M Roofing of Tulare, CA and any Documents Thereto, and Appropriate the Necessary Funds</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
ALVES	JOHNSON	(5-0)	AYE	AYE	AYE	AYE	AYE

3. Consider Approval of Agreement for Professional Services with A&M Consulting Engineers for Contract City Engineer Services for the City of Exeter, Appointing the City Engineer, and Authorizing Execution of the Agreement (pp. 95 – 153)

*Presented by Zachary Boudreaux, Public Works Director*

Public Works Director provided a report for the City Council and members of the public.

Mayor opened the item up for public comment. No public comment was received.

<b>Approval of Agreement for Professional Services with A&amp;M Consulting Engineers for Contract City Engineer Services for the City of Exeter, Appointing the City Engineer, and Authorizing Execution of the Agreement</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	JONHSON	WILSON	ALVES	RIDDLE	LENTZ
JOHNSON	RIDDLE	(5-0)	AYE	AYE	AYE	AYE	AYE

**J. CITY COUNCIL ITEMS OF INTEREST**

Council Member Alves announced that rain is expected early next week. He shared that sandbags and sand are available for the community at Public Works. He also noted that the World Ag Expo began today and will run through Thursday and encouraged the community to attend. He shared that folks from around the world attend the expo.

Mayor Pro Tem Wilson announced that there is an upcoming Water Board meeting. He reported ongoing discussions with the City Administrator and Public Works Director regarding transitioning to in-house landscaping services.

Council Member Riddle reported attending the Water Commission meeting. She also announced the upcoming Chili Cook-Off community event. Council Member Riddle shared her interest in developing a program to provide City pins to EUSD staff and graduating students to share the city’s motto. Additionally, she attended the Downtown Merchants meeting. Water Commission calendars were made available to the public by Council Member Riddle.

Council Member Lentz had no report.

Mayor Johnson reminded the public of the upcoming Annual Chamber of Commerce Awards Dinner.

**K. CITY ADMINISTRATOR/DEPARTMENT COMMENTS**

City Administrator, Public Works Director, Chief of Police, Finance Director, City Attorney and City Clerk/Human Resources Manager provided comments/reports.

**L. REGULAR MEETING ADJOURNMENT**

Mayor adjourned the meeting at 7:32 p.m.

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**H.2.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Approval of the Payment of Bills for February 6, 2026, and February 9, 2026.

**Submitting Department:**

Finance

**Contact Name:**

Eekhong Franco, Finance Director

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R    

**Department Recommendation:**

Staff recommends that the City Council approve the payment of bills in the following amount.

- \$333,988.63 dated February 6, 2026
- \$27.60 dated February 9, 2026

**Summary:**

The Finance Department has reviewed and compiled invoices and expenses for city operations for approval by the City Council, which are summarized and attached to this report. This action authorizes the disbursement of funds for routine and approved expenditures necessary to continue city services.

**Background:**

The payment of bills is a recurring action presented to the City Council to ensure transparency and fiscal oversight of city expenditures. The item reflects payments made for various city services, supplies, utilities, and obligations incurred in the normal course of business. All bills have been reviewed by the Finance Department and are within budgeted appropriations.

**Fiscal Impact:**

- Total amount: \$334,016.23 dated February 6, 2026, and February 9, 2026
- Funding sources: Various city departmental budgets

- Budget implications: All payments are within the approved Fiscal Year 2025–2026 budget. No additional appropriations are necessary.

**Prior City Council Actions:**

The City Council routinely approves payment of bills during regular meetings. This item is part of the standard financial reporting and authorization process.

**Attachments:**

- Payments for Publication Report dated February 6, 2026
- Payments for Publication Report dated February 9, 2026

**Recommended motion to be made by the City Council:**

I move to approve the payment of bills in the amount of \$334,016.23 dated February 6, 2026 and February 9, 2026.

Report Selection:

Run Group... 020626      Comment... CHECK RUN 02/02/2026

Approval Date for Report..... 02 06 2026

Payments Through Date..... 02 06 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 020626      COMMENT... CHECK RUN 02/02/2026

DATA-JE-ID      DATA COMMENT  
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D-02062026-591 CHECK RUN 02/06/2026

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		LASERHP4	Y	S	6	066	10			

Approved on 2/06/2026 for Payments Through 2/06/2026

Vendor Name	Description	Amount
ASBURY ENVIRONMENTAL SERVICES	USED OIL SERVICE CHARGE	68.00
BLUE SHIELD OF CALIFORNIA	2/1/26-2/28/26	32,773.50
BOUDREAUX/ ZACHARY	D3 DISTRUB OP CERT REIMB	90.00
BRIGHTVIEW LANDSCAPE SERVICES	FEB 2026 CITY PARK MAINT	12,395.00
C.L.E.A.	FEB 2026 LT DISABILITY	128.00
CAL APPAREL INC	2026 YTH BSKTBALL JERSYS	5,562.20
CALIFORNIA BUSINESS MACHINES	ADMI 12/1-12/31/25 OVERA	874.48
CALIFORNIA TURF EQUIPMENT	HELIX TRIMMER LINE	151.53
CENTRAL VALLEY BUSINESS FORMS	ENVELOPES	263.07
CITY OF EXETER	10/3/25-1/18/26 YKHL FIL	1,031.53
CITY OF VISALIA	FEB 2026 ANIMAL SERVICES	19,649.73
COUNTY OF TULARE	RADIO INSTALL EDP 02	105.00
COZADAMS CLEANING LLC	JAN 2026 CLEANING SERVIC	910.00
CRUZ/ ALEX	UB REFUND DEPOSIT	33.03
CULLIGAN	JAN FD WTR SERVICE	153.75
DEPT OF JUSTICE	DEC BLOOD ALCHOL	35.00
DEPT OF TRANSPORTATION	OCT-DEC 2025 SIGNALS	827.58
EMPLOYMENT DEVELOPMENT DEPT	OCT-DEC 2025 UI BENEFITS	1,137.00
ERMA	2Q26 BILLING PRGM YR 25	991.50
EWING IRRIGATION PRODUCTS INC	IRRITROL ELEC VAL-DOBSON	188.64
EXETER IRRIGATION & SUPPLY	HIGH CAPACITY AIR VENT	523.87
EXETER PLUMBING CO.	37 HAZARD ASSMNT	2,035.00
EXETER VETERANS	PHOTOS-YOUTH BASKETBALL	150.00
FERGUSON US HOLDINGS, INC	1 X 60 K SOFT COP TUBE	18,656.09
FUSION CONNECT, INC	0966-1/18/26-2/17/26	636.99
GOVERNMENT REVENUE SOLUTIONS	JAN 2026 APP HOSTING	3,564.77
JACK GRIGGS INC	JAN 2026 GAS	10,547.37
LUENGAS AVILA/ OSCAR	UB REFUND DEPOSIT	9.59
MAJOR LEAGUE PAINTING	RIGID SIGN-SCROTH/BARK P	603.56
MARTINEZ/ DANIEL	UB REFUND DEPOSIT	146.03
MID VALLEY DISPOSAL, LLC	JAN 2026 MID VALLEY	123,410.21
MOORE TWINING ASSOCIATES, INC	TOTAL NITROGEN 10 DAY	2,100.00
PENA'S DISPOSAL INC	ADMIN JAN 2026 SHRED	102.70
QUAD KNOPF ENGINEERING	25008 25 GEN ENG SERVICE	6,666.92
SELF-HELP ENTERPRISES	NOV 98-CDBG/STBG AT 8.60	3,751.90
SEQUOIA APPAREL, INC	CITY COUNCIL POLOS SHIRT	365.54
SERVIAM BY WRIGHT LLP	DEC 2025-333 PALM	1,486.52
SIERRA SANITATION, INC	1/26-2/22/26 SCROTH PARK	1,121.51
SOUTHERN CALIFORNIA EDISON	9143-12/10/25-1/9/26	41,524.02
SOUTHERN CALIFORNIA GAS CO.	0891-12/29/25-1/27/26	1,882.41
STANDARD INSURANCE CO.	FEB 2026 LIFE INSURANCE	1,986.78
STAPLES, INC.	PPR TOWEL ROLL 6CT	339.01
T-MOBILE	PD 11/21/25-12/20/25 CEL	2,773.69
THE BANK OF NEW YORK MELLON	1/23/26-1/22/27 TRST FEE	1,375.00
TORRES/ MARIBEL	UB REFUND DEPOSIT	95.75
TPG PROPERTIES INC	PARKS IRRIGATION REPAIR	18,870.00
TULARE CO CHIEFS ASSOCIATION	2026 ANNUAL MEMBERSHIP	250.00
UNIVAR SOLUTIONS USA INC	JAN SOD HYPO 1906 W MYER	4,747.58

Approved on 2/06/2026 for Payments Through 2/06/2026

Vendor Name	Description	Amount
VAST NETWORKS	FEB 2026 FD INTERNET	2,500.00
WARREN & BAERG MANUFACTURING	EMERG REP SCRW PUMP-WWTP	4,397.28
	Final Totals...	333,988.63

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TOTAL NUMBER OF RECORDS PRINTED 266

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	32,446.05
105	WATER FUND	43,944.71
106	SANITATION FUND	123,912.02
107	SEWER FUND	27,280.76
109	GAS TAX FUND	10,221.34
111	CDBG REVOLVING FUND	2,396.10
116	LOW/MODERATE HOUSING FUND	388.05
117	FTHB PROGRAM INCOME FUND	894.40
121	INSURANCE FUND	36,888.78
128	GRANTS	73.35
140	LANDSCAPE AND LIGHTING DISTR	1,037.61
141	MEASURE P	54,505.46
TOTAL	ALL FUNDS	333,988.63

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	333,988.63
TOTAL	ALL BANKS	333,988.63

Report Selection:

Run Group... 020926      Comment... CHECK RUN 02/09/2026

Approval Date for Report..... 02 09 2026

Payments Through Date..... 02 09 2026

Cutoff Amount to be Used..... 0000000

RUN GROUP... 020926      COMMENT... CHECK RUN 02/09/2026

DATA-JE-ID      DATA COMMENT  
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D-02092026-646 CHECK RUN 02/09/2026

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		LASERHP4	Y	S	6	066	10			

Approved on 2/09/2026 for Payments Through 2/09/2026

Vendor Name	Description	Amount
SOUTHERN CALIFORNIA EDISON	GOLF ES 12/17/25-1/15/26	27.60
**	Final Totals...	27.60

TOTAL NUMBER OF RECORDS PRINTED

34

Payments for Publication

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
104	GENERAL FUND	13.09
140	LANDSCAPE AND LIGHTING DISTR	14.51
TOTAL ALL FUNDS		27.60

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BANK	BANK OF THE SIERRA	27.60
TOTAL ALL BANKS		27.60



## Agenda Item Staff Report

**Agenda Item Number:**

**H.3.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Approval of Payroll for the Period of January 26, 2026, to February 8, 2026.

**Submitting Department:**

Finance

**Contact Name:**

Eekhong Franco, Finance Director

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

**Department Recommendation:**

Staff recommend that the City Council approve payroll for the period January 26, 2026, to February 8, 2026, in the following amounts.

- \$85,734.00 for January 26, 2026, to February 8, 2026, period with a check date of February 13, 2026.

**Summary:**

This item requests City Council approval of payroll expenditures incurred during the pay period of January 26, 2026, to February 8, 2026. Timely approval ensures the city remains compliant with labor obligations and continues uninterrupted compensation to employees.

**Background:**

The City of Exeter processes payroll on a biweekly basis. City Council approval is required for each payroll cycle as part of the city's fiscal oversight procedures. The current payroll covers all regular full-time, part-time, and temporary employees for the specified pay period.

**Fiscal Impact:**

- Total payroll amount: \$85,734.00 (for January 26, 2026, to February 8, 2026, payroll period period)
- Funding source: Approved departmental salary budgets

- Budget implications: Payroll is within the adopted Fiscal Year 2025-2026 budget; no additional funds are required.

**Prior City Council Actions:**

Payroll approval is a standing item brought to the City Council regularly to ensure accountability and continuity of operations.

**Attachments:**

- Payroll Register for the period January 26, 2026, to February 8, 2026

**Recommended motion to be made by the City Council:**

I move to approve payroll for the period of \$85,734.00 for January 26, 2026, to February 8, 2026.

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026  
 DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ	
1799	63.69	CA STATE DISBURSEMENT UN	2	1	VENDOR CHECK
1800	128.77	LANDEROS/SAVANNAH KAYLE	782	1	
1801	195.09	MCALLISTER/JAYDIN JAMES	783	1	
1802	415.57	PATTISON/LESLIE ALDENE	781	1	
1803	202.89	SHIPMAN/LEVI J	778	1	
1804	721.34	CREECH/JACE W	777	1	

TOTALS FOR CHECK FORM: CHEK

NEGOTIABLE CHECKS		COUNTS
1,663.66	*EMPLOYEE CHECKS	5
63.69	*VENDOR CHECKS	1
0.00	*BANK CHECKS	0
1,727.35	**TOTAL NEGOTIABLE CHECKS	6

OTHER CHECKS

0.00	*MANUAL CHECKS	0
0.00	*CANCELLED CHECKS	0
1,727.35	**TOTAL FOR CHECK FORM	

NON-NEGOTIABLE CHECKS

0.00	*DIRECT DEPOSIT STUBS	0
0.00	*VENDOR DIR DEP STUBS	0

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
54572	156.00	CLOCEA	4	1 VENDOR STUB ONLY
54573	308.00	EXETER POLICE OFFICER AS	3	1 VENDOR STUB ONLY
54574	192.94	EXETER POLICE OFFICER AS	3A	1 VENDOR STUB ONLY
54575	2,245.57	ARIAS/CHRISTINA	730	1 STUB ONLY
54576	2,706.61	QUINTANA FRANCESCA N	742	1 STUB ONLY
54577	4,709.32	RIDENOUR/JASON CHARLES	763	1 STUB ONLY
54578	1,481.25	CARTER/AMY JO	502	1 STUB ONLY
54579	3,656.06	FRANCO/EEKHONG	304	1 STUB ONLY
54580	538.43	HERNANDEZ/XOCHITL	306	1 STUB ONLY
54581	1,811.04	MILLER/CATHEY RENE	734	1 STUB ONLY
54582	1,488.11	RAMOS LEON/YOSENIA	776	1 STUB ONLY
54583	1,746.65	TOBIAS/ANTHONY JORDAN	746	1 STUB ONLY
54584	561.86	VEGA/ASHLEY MAKAYLA	753	1 STUB ONLY
54585	2,374.79	BROWN/ANDREW EUGENE	762	1 STUB ONLY
54586	2,747.80	BRYANT/EZRA JOSEPH	752	1 STUB ONLY
54587	1,710.73	CARRETERO/VANESSA	402	1 STUB ONLY
54588	2,246.16	GREEN GROVE/BRAYDEN TAY	767	1 STUB ONLY
54589	3,366.25	HEINKS/RYAN DAVID	765	1 STUB ONLY
54590	1,662.90	HERNANDEZ/ANDY	780	1 STUB ONLY
54591	1,322.11	HILL/HANNAH GRACE	747	1 STUB ONLY
54592	1,587.90	LINARES/FRANCISCO JR	772	1 STUB ONLY
54593	2,185.84	MAGANA MARTINEZ JOEL	773	1 STUB ONLY
54594	3,449.46	MOORE/ROBERT HARRY	764	1 STUB ONLY
54595	1,833.84	MORALES/SKYLEENA ROSE	779	1 STUB ONLY
54596	2,416.86	PRIDEAUX/TRACI	448	1 STUB ONLY
54597	4,363.36	SCHIMPF/ROBERT BRIAN	766	1 STUB ONLY
54598	3,266.33	SHIELDS/ZION	708	1 STUB ONLY
54599	2,203.40	VILLARREAL/ISIDRO	707	1 STUB ONLY
54600	2,013.70	ALDRIDGE/GARY	618	1 STUB ONLY
54601	3,548.17	BOUDREAUX/ZACHARY MICHA	756	1 STUB ONLY
54602	113.17	GOLDSTROM/NORMAN	629	1 STUB ONLY
54603	1,845.52	HUGGINS/KYLE AARON	621	1 STUB ONLY
54604	2,512.36	MILLAN/MARCUS	622	1 STUB ONLY
54605	1,738.95	RIVERA/RYAN	733	1 STUB ONLY
54606	865.46	WENDT/EDDIE	626	1 STUB ONLY
54607	374.57	ALANIZ/WYATT BLAIN	757	1 STUB ONLY
54608	117.05	ARIAS/KAYLA OLIVIA	774	1 STUB ONLY
54609	316.05	BARSS/TYLER ANN	758	1 STUB ONLY
54610	1,798.84	GARVER/ELIJAH	712	1 STUB ONLY
54611	66.34	RUBIO/IVAN	750	1 STUB ONLY
54612	1,808.88	ARROYO/MARIE	623	1 STUB ONLY
54613	1,528.31	QUIROZ/PATRICK P	512	1 STUB ONLY
54614	1,871.78	RAMIREZ/GABRIEL GRACILI	761	1 STUB ONLY
54615	1,564.02	RAMIREZ/JUAN	608	1 STUB ONLY
54616	721.34	RANGEL/JOSE A	775	1 STUB ONLY
54617	2,862.57	HIFNER/CHRISTOPHER	736	1 STUB ONLY

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026  
DIRECT DEPOSIT IS TURNED ON

CHECK NUMBER	CHECK AMOUNT	EMPLOYEE/BANK/VENDOR NAME	CODE	CHECK SEQ
-----------------	-----------------	------------------------------	------	--------------

TOTALS FOR CHECK FORM: STUB

NEGOTIABLE CHECKS			COUNTS
0.00	*EMPLOYEE CHECKS		0
0.00	*VENDOR CHECKS		0
0.00	*BANK CHECKS		0
0.00	**TOTAL NEGOTIABLE CHECKS		0

OTHER CHECKS

0.00	*MANUAL CHECKS		0
0.00	*CANCELLED CHECKS		0
0.00	**TOTAL FOR CHECK FORM		

NON-NEGOTIABLE CHECKS

83,349.71	*DIRECT DEPOSIT STUBS		43
656.94	*VENDOR DIR DEP STUBS		3

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
1	104	73,935.13	52,593.27	51,650.95
1	105	8,215.67	15,238.00	14,877.32
1	106	.00	1,007.55	1,007.55
1	107	.00	11,240.72	10,880.06
1	121	.00	2,071.26	2,071.26
1	141	2,862.57	2,862.57	2,862.57

NOTE--"HOME TOTALS" CHECK AMOUNT CAN BE RECONCILED TO THE FIGURES  
 OF THE FOLLOWING REPORTS:

- #1 CALCULATION TOTALS BY HOME FUND (NET PAY + REIMB. EXP.)
- #2 PAYROLL REGISTER (CHECK AMOUNT)

NOTE--"WORKED TOTALS" CHECK AMOUNT CAN BE RECONCILED TO THE FIGURES  
 OF THE FOLLOWING REPORTS:

- #1 CALCULATION TOTALS BY FUND WORKED (NET PAY + REIMB. EXP.)
- #2 LABOR DISTRIBUTION (NET PAY + REIMB. EXP.)

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026

EMR CODE	FUND CODE	DEPT CODE	HOME TOTALS	FULL EMPLOYEE	PART EMPLOYEE	TEMP COUNTS	FEMALE
1	104	402 ADMINISTRATION	9,661.50	3			2
1	104	403 FINANCE	11,283.40	5	1	1	6
1	104	421 POLICE	36,737.73	15			4
1	104	431 STREET	12,637.33	5	2		
1	104	471 RECREATION	3,615.17	1	8		4
1	105	461 WATER	8,215.67	4	2		1
1	141	421 POLICE	2,862.57	1			
TOTAL			85,013.37	34	13	1	17

PERIOD 1 DATING 1/26/2026- 2/08/2026 CHECK DATE 2/13/2026

EMPLOYER CODE	FUND CODE	HOME TOTALS	WORKED TOTALS	WORKED DIR DEP
------------------	--------------	----------------	------------------	-------------------

GRAND TOTALS

NEGOTIABLE CHECKS	COUNTS
1,663.66 *EMPLOYEE CHECKS	5
63.69 *VENDOR CHECKS	1
0.00 *BANK CHECKS	0
1,727.35 **TOTAL NEGOTIABLE CHECKS	6

OTHER CHECKS

0.00 *MANUAL CHECKS	0
0.00 *CANCELLED CHECKS	0

1,727.35 \*\*\*GRAND TOTAL

NON-NEGOTIABLE CHECKS

83,349.71 *DIRECT DEPOSIT STUBS	43
656.94 *VENDOR DIR DEP STUBS	3

84,006.65 \*\*TOTAL NON-NEGOTIABLE CHECKS 46

NEGOTIABLE CHECKS/NON-NEGOTIABLE CHECKS

1,663.66 *EMPLOYEE CHECKS	5
63.69 *VENDOR CHECKS	1
0.00 *BANK CHECKS	0
83,349.71 *DIRECT DEPOSIT STUBS	43
656.94 *VENDOR DIR DEP STUBS	3

85,734.00 \*\*\*TOTAL NEGOTIABLE & NON-NEGOT 52

0.00 \*OTHER CHECKS 0

85,734.00 \*\*\*TOTAL NEG, NON-NEG, OTHER CHECKS

TOTAL SEQ 1 FEMALES 17



## Agenda Item Staff Report

**Agenda Item Number:**

**H.4.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Approval of a Facility Use Request, Street Closure Request and a Special Event Fee Waiver in the Amount of \$274.00 for the Exeter Mural Committee's Annual Garden Party Fundraiser on May 3, 2026.

**Submitting Department:**

Public Works

**Contact Name:**

Marie Arroyo, Senior Administrative Assistant

**Department Recommendation:**

Staff recommends the City Council approve of a facility use request, street closure request and a special event fee waiver in the amount of \$274.00 submitted by the Exeter Mural Committee for their annual Garden Party Fundraiser.

**Summary:**

The Exeter Mural Committee is requesting approval of a facility use permit for Mixer Park, along with a street closure of E Street to the public parking lot adjacent to 121 South E Street. The event is scheduled for Sunday May 3, 2026, with the street closure requested between the hours of 12:00 p.m. and 9:00 p.m.

The Garden Party Fundraiser will take place from 5:00 p.m. to 8:00 p.m., with additional time requested event setup and cleanup.

The Exeter murals continue to enhance the downtown area and attract visitors from outside the community, providing a significant benefit to the City. For this reason, the Exeter Mural Committee is requesting a waiver of the associated special event permit fees.

City staff will post street closure notifications at least 72 hours in advance and will provide barricades for the closure.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

          
J.R.

**Conditions of Approval:**

Approval of the event is subject to the following conditions:

1. Insurance: The event organizer must provide a Certificate of Liability Insurance naming the City of Exeter as an additional insured with the required limits prior to the event.
2. Amplified Sound: Amplified sound is allowed consist with approved permit.
3. Event organizers are responsible for post event clean-up and debris removal.
4. All terms and conditions outlined by the California Department of Alcoholic Beverage Control (ABC) must be followed. A permit from ABC must be approved by Exeter Police Department for a minimum of 60 days prior to event.

**Background:**

Each Spring, the Exeter Mural Committee hosts an annual fundraiser to support the City's mural program. Although the event begins in the early evening, the street is typically closed earlier in the day to allow for placement of tables and chairs and for caterers to set up food service areas. Because the event occurs on a Sunday, many downtown businesses are closed, and those that remain open have historically been supportive of the fundraiser.

**Fiscal Impact:**

The total estimated permit fee associated with the event is \$274.00, as outlined below:

- Special Event Permit: \$171.00
- Street Closure Permit: \$103.00

If approved, *the city will forgo this revenue through the requested fee waiver.*

**Prior City Council Actions:**

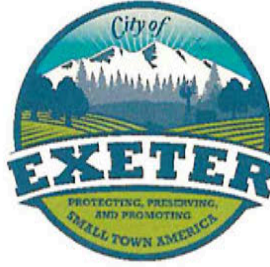
The most recent approval of this event by the City Council was on March 25, 2025.

**Attachments:**

- Facility Use Request
- Street Closure Request
- Approved Amplified Sound Permit
- Fee Waiver Request

**Recommended motion to be made by the City Council:**

I move to approve the facility use request, street closure request, and special event fee waiver in the amount of \$274.00 submitted by the Exeter Mural Committee for their annual Garden Party Fundraiser.



## FACILITY USE APPLICATION

Application Date: 1/1/2026

Facility Requested: Mixer Park Date(s) Needed: Sunday, May 3rd

Reason for Use: Annual Mural Fundraiser - Garden Party

Equipment Needed: \_\_\_\_\_

Set up time: Noon Departure time: 9PM

Event start time: 5PM Event end time: 8PM

Name of Organization: Exeter Mural Committee

Address: 119 S. "E" Street

City: Exeter State: CA Zip: 93221

## FACILITY USE POLICY

The following rules and regulations will be **STRICTLY** adhered to and enforced. Any infraction thereof shall be grounds for the immediate termination of the activity.

- 1. The Undersigned must comply with Tulare County Health Department's COVID-19 guidelines and restrictions. Any event being held at or on City Facilities must first receive approval from the Tulare County Health Department. Proof of approval must be provided to City at time of application.**

2. Users may utilize picnic benches and arbor owned by the City of Exeter and administered by the Exeter Community Services Division. Users must furnish additional equipment as needed. Table settings, kitchen utensils, etc. must be provided by the applicant. All tabletop and benches must be wiped clean and returned to its original place.
3. Nails, thumbtacks, pins, etc. **ARE NOT** allowed on the arbor structure or lights. **ONLY MASKING TAPE MAY BE USED TO ATTACH DECORATIONS TO THE FACILITY.** All decorations must be removed at the conclusion of the event.
4. **Driving on grass at City Facilities is strictly prohibited.**
5. After event has ended, users **MUST** pick up all trash in and around the activity and deposit into the trash containers provided.
6. **REPAIR COSTS: DAMAGES TO ANY STRUCTURE, EQUIPMENT OR GROUNDS ARE THE RESPONSIBILITY OF THE GROUP AND/OR INDIVIDUAL SIGNING FOR THE USE OF THE FACILITY. A PORTION OF, OR THE TOTAL DEPOSIT, MAY BE RETAINED FOR THE REPAIRS, CUSTODIAL OR REPLACEMENT PURPOSES. THE APPLICANT WILL BE BILLED FOR DAMAGES OVER THE AMOUNT OF THE DEPOSIT. A DEPOSIT OF \$100 WILL BE REQUIRED.**
7. Groups consuming **ALCOHOLIC BEVERAGES** **MUST CONFORM TO THE RULES AND REGULATIONS AS SET FORTH** in Chapter 5.08 of the Exeter Municipal Code and **MUST APPLY FOR AN ALCOHOLIC BEVERAGE PERMIT** through the Exeter Parks and Recreation Department, at least five (5) working days in advance.

## **INSURANCE & WAIVERS**

**General Liability Insurance:** *The undersigned shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability. If a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Undersigned's general liability policies shall be primary and shall not seek contribution from the City's coverage and shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. When alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.*

Any failure to comply with reporting provisions of the policies by the Undersigned shall not affect coverage provided the City.

**Workers' Compensation:** *Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.*

**Indemnity/Hold Harmless Agreement:** *Undersigned shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and*

costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

**Communicable Disease Waiver and Release:** The coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend face coverings and social distancing. The City of Exeter cannot guarantee that you will not become infected with COVID-19. Further, attending this facility for a program or activity could increase your risk of contracting COVID-19. By signing this agreement, participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she may be exposed to or infected by COVID-19 while attending this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of himself/herself and others, including, but not limited to, City of Exeter employees, volunteers, and program participants and their families. Participant voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to himself/herself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection with attendance at the facility. Participant hereby releases, covenants not to sue, discharges, and holds harmless the City of Exeter, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release, to the fullest extent permitted by law, includes any claims based on the actions, omissions, or negligence of the City of Exeter, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending a facility program or activity.

**I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.**

Print Name of Applicant: Katie Ringel

Signature of Applicant:  Date: 1/1/2026

Primary Phone Number(s):  Email: 

Approved by:

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

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

For City Use Only: Rental Fee: \_\_\_\_\_ Deposit Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
Cash or Check: \_\_\_\_\_ Initials: \_\_\_\_\_ Cert. Of Ins. Received, if required: \_\_\_\_\_



# City of Exeter Street Closure Application

350W.Firebaugh-POBox237,Exeter,CA 93221  
Ph. #559-592-3318 Fax # 559-592-3516

Date of Event: 5/3/2026  
Name of group requesting street closure: Exeter Mural Committee  
Name of contact person: Katie Ringel Phone: [REDACTED]  
Mailing address: 101 W. Pine, Exeter Email : exetermuralstore@gmail.com  
Alternate Contact Person: Nancy Becker Phone (559) 359-3287  
Mailing Address: S. E Street Phone: \_\_\_\_\_  
Type of event: Mural Fundraiser - Garden Party

Time of closure: Noon until 9PM

Details of streets/parking lots/public right of way requesting to be closed: (provide map or additional pages if necessary)

E St from Pine to the Public Parking Lot adjacent to 121 S. E St.

KR I understand my \$103 application fee is nonrefundable however, if the event is rescheduled due to inclement weather or other unforeseen reasons, I will not be required to pay a second application fee. KR I understand I am responsible for obtaining signatures from all locations that will be affected by the closure. KR I understand all terms and conditions including the need for liability insurance will be required.

Applicant Signature: [REDACTED] Date 2/6/26



# City of Exeter

100 North C Street  
Exeter, CA 93221  
Ph. #559-592-3103 Fax # 559-592-3346

## Title 5, Chapter 5.48 –

### Sound-Amplifying Systems, Meetings, Assemblies, Parades & Processions

Application for assemblies and parades on public streets, sidewalks and parks, also the use of sound amplifying equipment, within the City of Exeter. This application must be filed within ten (10) days nor more than sixty (60) days prior to the date of the assembly, parade or meeting.

A copy of this permit must be at the operating premises of the amplifying equipment for which this permit is issued.

Name of Applicant Katie Ringel Phone No. [REDACTED]  
Address [REDACTED]

Name of Organization Exeter Mural Committee Phone No. (559) 302-0207  
Address 119 S. "E" Street, Exeter CA 93221

Type of Event Annual Mural Fundraiser - Location of Event Mixer Park  
Garden Party

Date of Event 5/3/26 Start Time 5PM End Time 8PM

Type of equipment to be used Speaker, Mic, Cable, Coax

Additional Information Will be used for emcee and light background music

I, Katie Ringel, HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 5.48 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF EXETER.

[REDACTED]  
Applicant Signature  
CHIEF ROB SCHIMPF  
Chief of Police

1/19/2026  
Date  
 Permit Denied  
 Permit Approved

(THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED, HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.)



Dear City of Exeter,

We would like to sincerely thank you for your continued support of our organization, The Exeter Mural Committee, and your ongoing efforts to enhance and celebrate downtown Exeter.

We are currently planning our annual mural fundraiser garden party. The event builds funds for our continued efforts to continue to bring residents and visitors into our downtown.

These events have consistently shown positive impact, including increased attendance, greater foot traffic, and added visibility for downtown businesses and public spaces. They also help foster community pride and connection—something Exeter does so well.

With that in mind, we respectfully request consideration for fee waivers for the following associated costs for this event:

- Special Event Permit: \$171.00
- Street Closure Permit: \$103.00

We truly appreciate the City's partnership and support in helping us create welcoming, community-focused events for Exeter. Please feel free to reach out if you need any additional information or documentation.

Thank you for your time and consideration.

All the best,

Katie Ringel

Exeter Mural Committee Member

(559) 302-0207

katieringel106@gmail.com



## Agenda Item Staff Report

**Agenda Item Number:**

**H.5.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Approval of the Request for Qualifications (RFQ) for On-Call Professional Engineering Services for Federal and State Funded Projects and Authorize Staff to Release the RFQ Pending Final Review and Approval from the State of California.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommend that the City Council authorize staff to release the draft Request for Qualifications (RFQ) for On-Call Professional Engineering Services for Federal and State Funded Projects pending technical revisions based on final comments from the State of California to establish a list of on-call professional engineering and design firms.

**Summary:**

Staff is requesting City Council approval to release a Request for Qualifications (RFQ) to establish an on-call list of qualified professional engineering firms to assist the City with federal- and state-funded infrastructure projects.

The City is currently working on and pursuing multiple improvement projects that require specialized engineering, environmental review, surveying, design, and construction management services. Due to the complexity of federal and state funding requirements and limited in-house staffing capacity, the City must retain qualified consultants through a competitive RFQ process consistent with Caltrans Local Assistance Procedures Manual (LAPM) requirements.

The draft RFQ is currently under review by the State of California, and staff will incorporate any required revisions prior to final issuance. An agenda item will be brought before the City Council for approval of the top-rated firms resulting from the RFQ proposals.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

**Background:**

The City of Exeter is awarded and administers several construction and improvement projects each year that are supported by federal and/or state funding sources. These projects may involve coordination with agencies such as Caltrans, the Federal Highway Administration (FHWA), the California Department of Water Resources (DWR), and the State Water Resources Control Board.

To ensure compliance with all applicable funding regulations and audit requirements, the City is preparing to solicit Statements of Qualifications (SOQs) from experienced firms to provide on-call professional engineering services on an as-needed basis through task orders.

The RFQ outlines the general scope of services that may be required, including but not limited to:

- Preliminary engineering and design
- Environmental compliance (CEQA/NEPA support)
- Right-of-way and surveying services
- Construction engineering and inspection
- Project management and grant coordination
- Support during Caltrans and federal audits

City staff have submitted the draft RFQ to the State of California for review to ensure consistency with LAPM procurement standards. If revisions are requested, staff will make the necessary updates prior to issuing the final RFQ.

**Fiscal Impact:**

There is no immediate fiscal impact associated with approval and release of the RFQ. Future costs will depend on the scope and number of task orders issued under any resulting on-call professional services agreement(s). All consultant services will be funded through individual project budgets and applicable federal, state, and local funding sources.

**Prior City Council Actions:**

None associated with this action.

**Attachments:**

- DRAFT RFQ – On-Call Professional Engineering Services for Federal and State Funded Projects (RFQ No. 2026-01) with Exhibits

**Recommended motion to be made by the City Council:**

I move to authorize the release of a Request for Qualifications (RFQ) for On-Call Professional Engineering Services for Federal and State Funded Projects and authorize staff to release the

RFQ pending final review and approval from the State of California, including any revisions required by the State prior to issuance to establish a list of qualified firms.



**City of Exeter**  
**Request for Qualifications (RFQ) for Professional Services**  
**Federal/State Funded**  
RFQ No. 2026-XX

## Table of Contents

### SECTION 1. REQUEST FOR QUALIFICATIONS SUMMARY

#### NOTICE TO PROPOSERS

Request for Qualifications (RFQ) project information summary.

<b>Issue Date</b>	[INSERT DATE]
<b>Due Date and Time for Proposals</b>	[INSERT DATE]
<b>Contract Manager</b>	Zachary Boudreaux, Public Works Director <a href="mailto:zboudreaux@exetercityhall.com">zboudreaux@exetercityhall.com</a> (559)592-3318
<b>Project Name(s)</b>	ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR FEDERAL AND STATE FUNDED PROJECTS
<b>Project Number(s)</b>	VARIOUS
<b>Work Description</b>	General civil, transportation engineering, land surveying, preliminary engineering/design, right of way, environmental services, and construction management/engineering.
<b>Inquiries Deadline</b>	All RFQ questions are due no later than [INSERT NUMBER] working days prior to the RFQ due date. Written responses to the inquiries shall be issued no later than seven (7) calendar days prior to the RFQ due date.
<b>RFQ Proposal Submittal</b>	[SPECIFY - (e.g. Hand Delivered, email, etc.)]
<b>Funding Source(s)</b>	Federal, State, Local
<b>Disadvantaged Business Enterprises (DBE)</b>	The City of Exeter has calculated a DBE goal of (15%) for this contract. The City encourages the participation of DBEs as defined in 49 CFR Part 26, to the fullest extent possible.
<b>Department of Industrial Relations (DIR)</b>	This project is subject to compliance monitoring and enforcement by the California DIR. Prevailing wages are required on the Proposal to the extent applicable. The State DIR Director determines the general prevailing wage rates which can be obtained at the DIR website at <a href="https://www.dir.ca.gov/">https://www.dir.ca.gov/</a> .
<p><b>All deadline times are [INSERT TIME] unless otherwise noted. Proposals must be received prior to or on the date due. Proposals received after the due date and time or received at the wrong location are considered nonresponsive and shall be rejected.</b></p>	

## **SECTION 2. GENERAL INFORMATION**

### **Purpose of Request for Qualifications (RFQ)**

The City of Exeter (hereinafter "City") is soliciting sealed Statements of Qualifications (SOQ) from qualified and experienced firms to provide On-Call Professional Engineering Services for activities associated with Federal and State funded projects, including, but not limited to Federal Highway Administration (FHWA), California Water Boards, California Department of Water Resources (DWR). Additional details and requirements are provided in Section 3 "Scope of Work" of this RFQ.

The City, is awarded several construction and improvement projects every year that are state and/or federal funded. In order to comply with local, state and federal regulations and due to limited staffing and expertise, certain services are to be contracted out to one or more selected consultants. The selected consultant(s) will be responsible for providing the City professional services on an as-needed basis (on-call). The Consultant shall only perform work that is assigned or requested in an authorized Task Order. This Contract does not guarantee that a Task Order will be issued.

The Consultant shall provide services to the City including, but not limited to; CEQA/NEPA coordination or compliance documentation, program/project management, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture, or architectural related services, construction management/engineering, as well as incidental services connected to and for the purpose of development and implementation of Federal-aid, and State funded projects. Successful firm will represent the City at all state, local or federal project audits.

The firm(s) selected must demonstrate experience of federally funded projects administered through Caltrans Local Assistance District 9 and the Local Assistance Procedures Manual.

The City project(s) will require coordination with DWR, Caltrans, FHWA, and/or other state, local and federal agencies.

The firm(s) selected must demonstrate experience in providing professional services, and must be exceptionally capable of producing the desired services in a highly professional and cost-conscious manner.

For the purpose of this RFQ, the term "Consultant" and "Firm" and "Proposer" are interchangeable and refer to the qualified firm hired to provide the services.

For the purpose of this RFQ/Agreement, the following definition shall apply:

OWNER is the City of Exeter.

PROPOSER is a firm which submits a proposal in response to this RFQ.

CONSULTANT is a firm hired by the City to provide the services described in this RFQ.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Taft that are charged with the review and approval of the project within the city limits.

STATE REGULATORY AGENCY refers to all State of California agencies that might have jurisdiction over the project design and/or construction.

FEDERAL REGULATORY AGENCY refers to all United States of America federal agencies that might have jurisdiction over the project design and/or construction.

**1. Tentative Timeline and Schedule of Events**

RFQ Release Date	[INSERT DATE]
Submission of Questions & Requests for Clarification Due	[INSERT DATE]
<b>SOQ Submission Deadline</b>	[INSERT DATE]
Review and Evaluation of SOQ	[INSERT DATE]
Interviews with finalist firms ( <i>if held</i> )/ Cost Negotiation	[INSERT DATE]
Recommended firm presented to Caltrans for approval	[INSERT DATE]
Recommended firm presented to City Council for approval	[INSERT DATE]

The City reserves the right to modify this timeline at any time. Any changes will be issued via Addendum to this RFQ.

**A. Disadvantaged Business Enterprise (DBE) Participation**

The City of Exeter has established a DBE Goal of 15% for this Contract.  
Refer to Attachment 1 Exhibit 10-I Notice to Proposers DBE Information.

**B. Contract Period**

This Scope of Services will include on-call engineering services to the City for projects with Federal- aid, and/or State funds for a period not to exceed five (5) years.

**C. Method of Payment**

1. Consultant shall be paid based on Specific Rates of Compensation.
2. Specific projects will be assigned to Consultant through issuance of Task Orders.

3. After a project to be performed under this contract is identified by the City; The City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate the City's Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the City and Consultant.
4. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.
5. The City anticipates to enter into up to [INSERT NUMBER] task order contracts for performance of the Scope of Services identified in Section 3 of this RFQ. The total amount payable by the City for all Task Order Contracts must not exceed a cumulative maximum total value of [REDACTED] Dollars (\$\_\_\_,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders. Each time a Task Order is awarded under any of the Task Order Contracts, the City may send written notification to Consultant. The notice will identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that City will not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.
6. Any extensions, changes, amendments or contract price revisions are subject to City Council approval. DIR requirements are to be met by the consultant. A copy of the Consultant Agreement is included.

## 2. Questions and Request for Clarification

Any questions or requests for clarification about this RFQ must be submitted in writing to Zachary Boudreaux, Public Works Director, at [zboudreaux@exetrcityhall.com](mailto:zboudreaux@exetrcityhall.com).

For the benefit of all proposers, no questions can be accepted after [INSERT TIME] on [INSERT DATE]. A summary of any questions received and their responses will be sent to all consultants/agencies who have requested an RFQ. No oral question or inquiry about this RFQ shall be accepted.

### **SECTION 3. SCOPE OF WORK/SERVICES**

This solicitation is not for specific projects, but for specific services. All work performed under this contract will require approval by the City's Contractor Administrator and issued through a Task Order. A task order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the task orders. The task order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

#### **A. Sample Scope of Work/Services**

Projects and services are unique, and the exact scope of work will vary between services and projects. However, typical professional services for projects might include but not be limited to the following general scope:

##### **1. Project Management**

- a. The City Administrator will serve as the contract manager and direct liaison between the Consultant and Caltrans District 9 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and/or other agencies.
- b. Due to the fact that many of the City's current and future projects are funded by Federal and State grants, the selected consulting firm must have excellent knowledge of the requirements of Caltrans' Local Assistance Procedures Manual requirements.
- c. Preliminary Engineering Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- d. Prepare and submit progress invoices to Caltrans for reimbursement.

##### **2. Environmental Compliance**

- a. Coordinate with Caltrans Dist. 6 and schedule a field review of the site, as needed.

- b. Perform the site review, survey and study. Prepare and supply all reporting, presentations, documents, and mitigation requirements, etc. necessary to meet current NEPA environmental compliance requirements. **Note: *Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion.*** City staff will prepare the CEQA document.
  - c. Coordinate with Caltrans Dist. 9 to determine if special studies will be required, i.e. cultural, archeological etc.
  - d. Prepare, submit, correct, edit and add information for the Exhibit 6-A Preliminary Environmental Study (PES) document and Area of Potential Effects (APE) map, as necessary. ***Contracting City is not obligated to proceed with final design for any alternative, all reasonable alternatives will be evaluated and given appropriate consideration, and the firm may not proceed with final design until the relevant CEQA/NEPA decision documents have been issued (e.g., CE, FONSI, or ROD).***
3. Preliminary Engineering
- a. Scope includes: Civil Engineering / Architectural / Field Survey / Soils & Materials Testing
  - b. Coordinate with City Manager, Public Works Director, City Project Coordinator and/or Street Superintendent for initial concept and direction.
  - c. Surveys and Mapping – review aerial photos, mapping and perform preliminary surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
  - d. Prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable.
  - e. Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.

- f. Develop concept and design drawings for submission to regulatory or funding bodies for approvals including, but not limited to: FHWA, and their corresponding California State agencies.
- g. Submit preliminary design and preliminary construction cost estimate to the City for review and comment.
- h. Prepare exhibits, renderings, drawings and prepare presentations to City Staff and/or City Council.
- i. Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, if any, including relocation of utility poles, as needed.
- j. Provide geotechnical evaluations and recommendations services with field investigation borings, field samples, lab testing, as needed, for pavement design section, driveways, curb & gutter, cross gutters, footings, slabs, etc.
- k. Provide civil engineering and/or architectural design for complete roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, waste water, sewer improvements, water improvements, site improvements, structure/bridge design, building design, etc.
- l. On behalf of the City, apply for and obtain all required approvals and permits from all governing public agencies for the construction of the project.
- m. Coordination with Adjacent Properties – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
- n. Assist City in applying for and obtaining utility services and/or relocation of existing utilities necessary for project(s) to be constructed and functional.
- o. Prepare construction plans, specifications and bidding documents for construction. (utilizing the Caltrans Standards and/or AASHTO Geometric Design guidelines, current edition). The Construction Plans, Specifications, Special Provisions and Bid Documents shall be adequate

for obtaining construction bids in accordance with all applicable regulations and requirements of the pertinent Local/Federal/State funding entities.

- p. Prepare a final detailed Construction Cost Estimate for the project based on the final design report. The Preliminary Construction Cost Estimate shall be an itemized estimate, including all of the components necessary for the complete construction of the project.
  - q. The CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT.
  - r. Provide an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.
  - s. Construction Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Construction package to advance project to construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
4. Bid Process
- a. Assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited:
    - 1) Distribute plans and specifications to Contractors and Plan Rooms
    - 2) Keep Plan holders list
    - 3) Prepare addendums
    - 4) Perform design revisions, additions, answers to questions, RFI's, etc.
    - 5) Attend and conduct pre-bid and site walk meetings
    - 6) Review three lowest bids and their good faith DBE efforts
    - 7) Prepare bid summary
    - 8) Verify low bidder's qualifications
    - 9) Make recommendations for awarding the construction contract
5. Construction Engineering/Management/Inspection/ Soils and Materials Testing:
- a. Provide Construction Engineering/Management and/or inspection services.
  - b. Review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed.
  - c. Coordinate with utility companies for connections, service, relocations, etc.
  - d. Perform construction surveys/staking as needed.

- e. Perform contract administration paperwork, including, but not limited to, review contractor's payment requests and make recommendation for payment, conflict resolution, check certified payroll, releases, bonds, final pay requests certificate of completion, etc.
- f. Investigate proposed contract change orders and submit background information to the City for a decision, if justified, and prepare necessary drawings and documents for approval.
- g. Perform inspection services, RE's daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc.
- h. Responsible for ensuring that all work is built to standards defined by the contract documents.
- i. Perform materials and soils testing per City's Quality Assurance Program. Materials testing services includes:
  - Engage third-party testing and inspection firm.
  - Sampling and testing of soils, asphalt concrete, concrete, steel, and other construction materials.
  - Evaluation of results and furnishing of testing reports.
  - Additional testing as applicable to ensure project expectations are met. (i.e., quality assurance testing).
- j. Prepare and maintain as-built drawings and construction documentation for review by any auditing City.
- k. Prepare the final punch list and oversee punch list item resolution.
- l. Project Close Out.
- m. Represent the City at all local, state or federal project audits.

**B. Deliverables**

As agreed upon by the City and consultant in a Task Order for each project.

**C. Schedule**

As agreed upon by the City and consultant in a Task Order for each project.

## **SECTION 4. STATEMENT OF QUALIFICATIONS**

**A. Submission Requirements**

These guidelines are provided for standardizing the preparation and submission of

the SOQ's by all consultants. The intent of these guidelines is to assist consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content. Proposals should be prepared in a concise and economic manner. Proposals shall be prepared on 8 ½" x 11" paper in at least 11-point font. Use of 11" x 17" foldout sheets for large tables, charts, or diagrams is permissible but should be limited.

SOQ's shall contain the following information in the order listed:

### **1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

City of Exeter  
[INSERT CONTACT AND TITLE]  
[INSERT ADDRESS]  
Exeter, CA 93221

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter shall address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Organization and Approach**

The consultant's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the scope of work and satisfy all the requirements as described in this RFQ and shall include the following information:

1. Background of your firm.
2. Name of project manager who is a Registered Civil Engineer in the State of California.
3. Identification of sub-consultant(s) and respective project manager(s) assigned to the project.
4. An organization chart depicting the relationships between the prime consulting firm's team members and the sub-consultants. The organization chart shall include every person whose resume is submitted.
5. Describe your project and management approach. Provide a detailed

description of how the team and scope of work will be managed.

6. Describe the roles of key individuals on the team. Provide resumes for all key team members. Resumes shall show relevant experience, for the Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of scope of work.

### **3. Consultant Information, Qualifications & Experience**

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting City
2. Contracting City Project Manager
3. Contracting City contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

### **4. Scope of Work**

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

### **5. Certificates of Insurance**

A statement of proposer's current insurance coverage signed by a company official. Do not submit a certificate of insurance in lieu of this statement. The City requires a minimum of Two Million Dollars (\$2,000,000) per claim and in the aggregate Professional Liability Insurance; Two Million dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate (per project or location), and Two Million Dollars (\$2,000,000) products and completed operations aggregate General Liability Insurance; One Million Dollars (\$1,000,000) each accident Automobile Liability Insurance; and Workers' Compensation Insurance and One Million Dollars (\$1,000,000) each accident or disease Employer's Liability Insurance. Additional insured, Primary and Non-Contributory, and Waiver of Subrogation endorsements will be required for specific associated coverages. If the current coverage does not meet the City's minimum requirements, a statement of proposer's ability and intent to obtain the required coverage must be included.

## **6. Conflict of Interest Statement**

Include a statement describing any potential or known conflict of interest regarding this proposal and/or the City of Exeter, or affirm that you do not have a conflict of interest.

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

## **7. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **8. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as **Attachment 2**.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

## **9. Federal-Aid Provisions**

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to **Attachment 1** – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in **Attachment 1**.

- Local City Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The City has established a DBE Goal of 15% for this Contract.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q).

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to <https://caltrans.dbesystem.com/>.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: <https://caltrans.dbesystem.com/>.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. All contractors and subcontractors who bid or work on public works projects must register with the Department of Industrial Relations (DIR).

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local City Proposer DBE Information (Consultant Contracts) (LAPM10-O2)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

Exhibits can be found in the LAPM manual at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

#### **B. Submission Instructions**

Proposers responding to this RFQ must include in their submittal package the following items:

- Five (5) hard copies of the firm's SOQ.
- One (1) electronic copy in PDF format of the original document, except the cost proposal, on a USB Flash Drive containing one (1) PDF file of the full response that is clearly labeled with the firm's name.
- Signed copy of PROPOSER's ACKNOWLEDGEMENT of the draft contract agreement (refer to Section 8 of this RFQ and **Attachment 2**).

The above submittal items must be placed into a sealed envelope bearing proposer's name and the words:

RFQ – On-Call Professional Engineering Services for Federal and State Funded Projects, City of Exeter.

The submittal package must be delivered to:  
City of Exeter  
Attn: Zachary Boudreaux, Public Works Director  
**[INSERT ADDRESS]**  
Exeter, CA 93221

The above submittals can be mailed or hand delivered but regardless of the postmark date, must be received by the City by [INSERT TIME AND DATE]. Electronic transmissions either by fax or email will NOT be accepted.

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the proposer's responsibility to meet the deadline stated above.

Submittals which do not contain the requisite number of copies and all the information requested in the RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax or email copies will not be accepted. All submittals become the property of the City of Taft and will not be returned.

## **SECTION 5. QUALIFICATIONS EVALUATION PROCESS AND CRITERIA**

### **A. Evaluation Process**

All submittals will be evaluated by the City of Exeter Selection Committee. The Committee may be composed of City's staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. If agreement cannot be reached, then negotiation proceeds to the next most qualified consultant. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

**B. Evaluation Criteria**

The City will evaluate the submissions received based on criteria including the following:

No.	Criteria	Weight
1	Understanding of the work to be done	25
2	Design Engineering experience of state/federal funded projects	20
3	Construction Engineering/Management experience of state/federal funded projects	20
4	Qualifications of individual within the Consultant's organization directly responsible for the work	15
5	Familiarity with local, state and federal procedures/requirements	15
6	DBE Participation	5

**SECTION 6. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by emailing a written protest within five (5) business days after the delivery of the decision notice. The written protest should be submitted to the City's Public Works Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and must state the specific reason(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non---selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal. Protest procedures and dispute resolution processes should be in accordance with 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The City's Public Works Director will respond to a protest within ten (10) business days of receipt, and City representatives may, at its election, set up a meeting with the proposer to

discuss the concerns raised by the protest. The decision of the City representatives will be final. The protest letter may be Emailed to:

Zachary Boudreaux, Public Works Director  
[zboudreaux@exetercityhall.com](mailto:zboudreaux@exetercityhall.com)

## **SECTION 7. CONFIDENTIALITY OF RESPONSES**

While the City cannot guarantee the confidentiality of information submitted by the City, it will make reasonable efforts to protect the information to the extent possible, as permitted by law. If sensitive information, such as personal financial statements, is necessary for support of capacity of Proposer, contact the City for further direction.

## **SECTION 8. CONTRACT DOCUMENTS**

A sample copy of the City's CONSULTANT CONTRACT is included with this RFQ as **Attachment 2**. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that RFQs are due. If approved, the City will then issue the changes to all prospective PROPOSERS prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample CONSULTANT CONTRACT. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ.

The Consultant shall not be allowed to alter or negotiate contract language after the submittal of Consultant's SOQ. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance and endorsements) as specified in the agreement.

Selected Consultant shall comply with Chapter 10.4 of the Local Assistance Procedures Manual regarding the A&E Oversight Program and Process Review.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 24 CFR Part 85.20 "Standards for Financial Management Systems" and which is in conformance with OMB Circular A-87, "Cost Principles for State and Local Governments."

## **SECTION 9. MISCELLANEOUS INFORMATION**

- A. Issuance of this RFQ does not constitute a commitment by the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.
- B. The City reserves the right to reject any or all proposals received in response to this RFQ, or to cancel this RFQ if it is in the best interest of the City to do so.
- C. The City will select only one Professional firm to carry out the work described in this RFQ.
- D. The firm submitting a proposal agrees that by submitting a proposal it authorizes the City to verify any or all information and/or references given in the proposal.
- E. The City reserves the right to approve all subcontractors proposed by the primary contractor.
- F. The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Exeter.
- G. The City reserves the right, after contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.
- H. No appeals will be heard for late proposals.
- I. Proposers will be required to provide proof of professional liability insurance (errors and omissions) policy to meet City requirements.

- J. All information, materials, and documents discovered or developed/produced for this project by Proposer will become the property of the City.
- K. Proposer must be licensed to practice engineering in the State of California, and must not be listed on Federal debarment lists.
- L. Proposers will be responsible for adherence to the City's Economic Opportunities Plan and Davis Bacon Act wage rates if applicable.
- M. The City is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment or contracting. We do not discriminate on the basis of age, race, sex, color, religion, national origin, disability, veteran status, sexual orientation, gender identity, or any other status protected by state or local law. This policy applies to all employees and non-employees such as customers, clients, vendors, contractors, subcontractors and consultants.
- N. Title VI of the Civil Rights Act of 1964 – disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

## **SECTION 10. ATTACHMENTS TO THIS RFQ.**

The following documents are attachments to this RFQ:

### **Attachment 1:**

Exhibit 10-I – Notice to Proposers DBE Information (federally funded projects only)  
The Local Public Agency (LPA) has established a DBE goal for this Contract of 15%

Exhibit 10-O1 – Consultant Proposal DBE Commitment

Exhibit 10-Q – Disclosure of Lobbying Activities

Exhibit 15-H – Proposer/Contractor Good Faith Efforts

### **Attachment 2:**

Sample Consultant Contract Agreement

## **Attachment 1**

Exhibit 10-I – Notice to Proposers DBE Information

Exhibit 10-O1 – Consultant Proposal DBE Commitment

Exhibit 10-Q – Disclosure of Lobbying Activities

Exhibit 15-H – Proposer/Contractor Good Faith Efforts

DRAFT

**Attachment 2**

Sample Consultant Agreement

DRAFT

**Exhibit 10-I: Notice to Proposers DBE Information**  
**(federally funded projects only)**

The Local Public Agency (LPA) has established a DBE goal for this Contract of \_\_\_\_\_ %

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
  - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
  - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

## 6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For [guidance on how to search for certified firms using the CUCP database, please visit: DBE Goal Setting | Caltrans](#)



**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE  
Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

**Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE**

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

*[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]*

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**ARTICLE I INTRODUCTION**

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

*[Choose either Option 1 or Option 2]*

*[Option 1 - Use paragraphs A & B below for standard AGREEMENTs]*

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

*[Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]*

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

## ARTICLE III STATEMENT OF WORK

*[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]*

- A. CONSULTANT Services  
*[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

*uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.*

*Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]*

B. Right of Way

*[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]*

C. Surveys

*[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]*

D. Subsurface Investigations

*[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]*

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

*[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]*

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

**J. Deliverables and Number of Copies**

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

**ARTICLE IV PERFORMANCE PERIOD**

*[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]*

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

*[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]*

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

*[Choose either Option 1, 2, 3, or 4]*

*[Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee Agreements]*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT'S agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

*[Option 2 - For Cost per Unit of Work Agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project].*

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

*[Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.]*

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *[Local Agency to include either (a) or (b) below; delete the other one]*
  - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
  - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

*[Option 4 - Use paragraphs A through E below for lump sum agreements.]*

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)  
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

## ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

*[Choose either Method 1, Method 2, or Method 3 below and delete the other two.]*

**Method 1:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

**Method 2:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

**Method 3:** The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

#### **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

**ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

## H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

## ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

*[Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]*

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://caltrans.dbesystem.com/>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is \_\_\_\_\_%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
  - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFES to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
  - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

#### G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX INSURANCE

*[Choose either Option 1 or Option 2]*

*[Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.]*

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
  2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
  3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

*[Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.]*

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

## **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

*[Choose either Option 1 or Option 2]*

*[Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal]*

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

*[Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E]*

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

### ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

### ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

*[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]*

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

*[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]*

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

**ARTICLE XXXI PROMPT PAYMENT****A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

**B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

**ARTICLE XXXII TITLE VI ASSURANCES****APPENDICES A - E of the TITLE VI ASSURANCES**

*[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

*The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.*

*The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:*

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

## APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**  
**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**  
**ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D**  
**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**  
**ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

\_\_\_\_\_ (CONSULTANT) \_\_\_\_\_

\_\_\_\_\_ (NAME) \_\_\_\_\_, Project Manager

\_\_\_\_\_ (ADDRESS) \_\_\_\_\_

\_\_\_\_\_

LOCAL AGENCY:

\_\_\_\_\_ (LOCAL AGENCY) \_\_\_\_\_

\_\_\_\_\_ (NAME) \_\_\_\_\_, Contract Administrator

\_\_\_\_\_ (ADDRESS) \_\_\_\_\_

\_\_\_\_\_

**ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXV SIGNATURES**

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name of Signer)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name of Signer)

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

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



## Agenda Item Staff Report

**Agenda Item Number:**

**H.6.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Authorizing the Purchase of a Crack Seal Maintenance Trailer from KM International for Street Preventative Maintenance.

**Submitting Department:**

Public Works

**Contact Name:**

Zackary Boudreaux, Public Works Director

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R.

**Department Recommendation:**

Staff recommends that the City Council authorize the purchase of one (1) crack seal maintenance trailer from KM International for street maintenance in the amount of \$23,638.

**Summary:**

The acquisition of a crack seal maintenance trailer will allow Public Works staff to perform efficient, in-house crack sealing to support ongoing roadway maintenance. Crack sealing is a critical component of preventive street maintenance, as it extends pavement life, prevents water intrusion, and reduces long-term repair costs.

Acquisition of this equipment will improve maintenance productivity and reduce the City's reliance on outside contractors for crack sealing services.

**Background:**

The Public Works Department maintains the City's roadway network through a combination of preventive maintenance, routine repairs, and capital rehabilitation projects. One of the most effective and widely recommended pavement preservation techniques is crack sealing, which prevents moisture penetration into the pavement structure.

When cracks are left untreated, water infiltrates the asphalt and underlying base materials, accelerating deterioration, weakening structural integrity, and increasing the likelihood of potholes and surface failures.

Currently, the Public Work's Department's ability to conduct crack sealing operations is limited by equipment availability and efficiency. The KM Crack Maintenance Trailer is a purpose-built unit designed specifically for municipal pavement maintenance operations. The trailer includes an integrated heated kettle, agitation system, applicator wand, and mobility platform that allows crews to safely transport and apply crack seal throughout the City. The Public Works Department currently operates a hot box asphalt unit manufactured by K M International. Purchasing a compatible crack seal trailer from the same manufacturer ensures operational consistency, reduces staff training requirements, and improves overall efficiency when equipment is used together during pavement repair activities. KM International participates in the Sourcewell cooperative purchasing program.

This equipment will allow staff to increase annual crack sealing coverage, perform maintenance at the appropriate time in the pavement lifecycle, and implement a more proactive roadway preservation program. Preventive maintenance treatments such as crack sealing are widely recognized within the public works and pavement engineering fields as one of the most cost-effective methods of extending pavement life. Performing this work in-house rather than contracting it out provides additional cost savings, scheduling flexibility, and improved response time for maintenance needs.

**Fiscal Impact:**

The total cost of the KM International Trailer is \$23,638.

Crack Seal and Cape Seal projects are approved for the FY 2025/26 budget, with funding sourced from the Transportation Budget. Costs will be split evenly between Crack Sealing and Cape Seal budget lines.

**Prior City Council Actions:**

None associated with this action.

**Attachments:**

- Sourcewell Quote from KM International

**Recommended motion to be made by the City Council:**

I move to authorize staff to purchase a crack seal maintenance trailer from KM International in the amount of \$23,638.

# KMII QUOTE

Date	Estimate #
2/11/2026	3358

Name / Address
EXETER, CA CITY OF MARCUS MILLAN 350 W Firebaugh Ave Exeter, CA 93221

Ship To
EXETER, CA CITY OF MARCUS MILLAN 350 W Firebaugh Ave Exeter, CA 93221

P.O. No.	Terms	Rep	Delivery
	Net 30 Days	DPT	3-5 DAYS

Item	Description	Qty	Cost	Total
KM CMT PACKAGE	CRACK MAINTENANCE TRAILER EQUIPMENT PACKAGE. ALL STEEL CONSTRUCTED TRAILER WITH LOADING RAMPS. EQUIPPED TO SECURE KM CRACK MAINTENANCE EQUIPMENT. PACKAGE INCLUDES: KM CRACK JET II - ASPHALT HEAT LANCE/CRACK PREPARATION TOOL KM 55 MELTING KETTLE - 55 GAL CAPACITY, THERMOSTATIC CONTROLLED, 2" MOLASSES VALVE OUTLET MA 10 APPLICATOR - 10 GALLON APPLICATOR/MELTER FOR HOT POUR RUBBER	1	18,750.00	18,750.00T
30 LB CYLINDER	30 LB CYLINDER-LP	2	125.00	250.00T
HANDLING	HANDLING/PACKAGING AND/OR CRATE CHARGES	1	150.00	150.00T
FREIGHT - NORTH BRANCH	FOB - DOOR NORTH BRANCH, MI 48461 TO DOOR 93221 CUSTOMER TO UNLOAD	1	4,488.00	4,488.00T
	PRICE PER SOURCEWELL CONTRACT #050625-KMI Out-of-state sale, exempt from sales tax		0.00%	0.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise. Prices subject to change based on CPI

<b>Total</b>	<b>\$23,638.00</b>
--------------	--------------------

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Quoted By: \_\_\_\_\_

Accepted \_\_\_\_\_

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

**SOURCEWELL PRICE GUIDE- INFRARED ASPHALT RECYCLERS & CRACK MAINT. EQUIPMENT**

PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE  
 F.O.B. NORTH BRANCH, MICHIGAN - PREPAID & ADDED  
**SOURCEWELL CONTRACT # 050625-KMI**



MODEL	DESCRIPTION	MSRP	SOURCEWELL
<b>INFRARED ASPHALT RECYCLERS</b>			
<a href="#">LB 2-16</a>	Infrared Asphalt Recycler (4' x 4') – 16 Sq. Ft Heating Area	\$ 11,470.40	\$ 10,400.00
<a href="#">KM 2-18X</a>	Infrared Asphalt Recycler (3.5' x 6.5') – 22.75 Sq. Ft. Heating Area	\$ 13,128.90	\$ 11,900.00
<a href="#">KM 4-40</a>	Infrared Asphalt Recycler (5' x 8') – 40 Sq. Ft. Heating Area	\$ 25,005.90	\$ 22,700.00
<a href="#">KM 4-48</a>	Infrared Asphalt Recycler (6' x 8') – 48 Sq. Ft. Heating Area	\$ 26,942.60	\$ 24,500.00
Liquid Fusion	Asphalt Rejuvenating Agent Used in the IR Process-5 Gal.	\$ 101.65	\$ 90.00
30 lb.Propane Cylinder	30 lb. Propane Cylinder	\$ 144.45	\$ 125.00
Plate Compactor	MultiQuip MVC88 Plate Compactor, Honda Engine	\$ 3,975.00	\$ 3,590.00
Walk Behind Roller	Bomag BW55 Walk Behind Roller	\$ 11,495.00	\$10,400.00

<b>CRACK MAINTENANCE EQUIPMENT &amp; LINE STRIPERS</b>			
<a href="#">Crack Jet II</a>	Heat Lance - Crack Preparation Tool	\$ 5,499.80	\$ 5,000.00
<a href="#">KM 55 Rubber Melter</a>	55 Gallon Melting Kettle	\$ 6,896.15	\$ 6,250.00
<a href="#">Pro Patch 55</a>	55 Gallon Mastic Melter: Engine Driven Agitation	\$ 13,540.85	\$ 12,185.00
<a href="#">Mastic Applicator</a>	15 Gallon Mastic Applicator	\$ 3,322.35	\$ 3,025.00
<a href="#">MA -10</a>	10 Gallon Melter - Applicator	\$ 1,353.55	\$ 1,225.00
<a href="#">Crack Maintenance Trailer Package</a>	Single Axle Trailer with CJ II, KM 55, and MA 10	\$ 20,688.45	\$ 18,750.00
Crack Maintenance Trailer Only	Single Axle Trailer with Tie Down Points and Mounting Brackets for CJ II, MA 10, KM 55	\$ 7,794.95	\$ 7,075.00
30 lb.Propane Cylinder	30 lb. Propane Cylinder	\$ 144.45	\$ 125.00
Graco Line Lazer 3400	Gas Airless Line Striper- One Gun, Mechanical	\$ 9,135.00	\$ 8,200.00
Graco Line Lazer 3900	Gass Airless Line Striper-Two Gun, Mechanical	\$ 15,105.00	\$ 13,600.00
Graco Line Driver	Ride on Attachment for Graco Line Striper(s)	\$ 13,210.00	\$ 11,900.00

Click on the Model Number to View Picture of the Unit

*Note: KM International no longer includes 30lb propane cylinders as a standard. Propane cylinders may be purchased for an additional fee.*



Sourcewell Contract #050625-KMI  
 Maturity Date: 7/7/2029  
[Click Here to Become a Sourcewell Member Today!](#)



## Agenda Item Staff Report

**Agenda Item Number:**

**H.7.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Adoption of Resolution No. 2026-06, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Apply for and Administer the Zero-Emission Landscaping Equipment (ZeLe) Voucher Program through the San Joaquin Valley Air Pollution Control District (SJVAPCD).

**Submitting Department:**

Public Works

**Contact Name:**

Zachary Boudreaux, Director of Public Works

**Department Recommendation:**

Staff recommends that the City Council adopt Resolution 2026-06, authorizing the City Administrator or their designee to apply for and administer the Zero-Emission Landscaping Equipment (ZELE) Voucher Program on behalf of the City of Exeter.

**Background & Summary:**

The San Joaquin Valley of California Zero-Emission Landscaping Equipment (ZELE) Voucher Program provides eligible agencies with an opportunity to trade in old, broken, or outdated landscaping equipment in exchange for voucher funding toward the purchase of zero-emission replacements. Eligible agencies must be located within the San Joaquin Valley Air Basin, which includes Tulare County, currently use gas- or diesel-powered professional landscape maintenance equipment in daily operations, and have owned and operated the old gas- or diesel-powered equipment listed in the application for the last two years. The voucher program makes available funding for ride-on and stand-ride mowers, walk behind mowers, Edgers, trimmers, chainsaws, and leaf blowers. The Zero-Emission Landscaping Equipment Voucher Program is part of California Climate Investments, a statewide initiative that utilizes Cap-and-Trade dollars for programs that aim to reduce greenhouse gas emissions, strengthen the economy and improve public health and the environment.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.

Under the program, qualifying mowers with a combustion engine and mowing deck are eligible for a voucher value of \$15,000, which must be applied toward the purchase of an electric replacement mower. To qualify, the equipment must meet the following criteria:

- The mower must have a combustion engine
- The mower must have a mowing deck

After reviewing City owned equipment utilized for landscape maintenance operations, the Public Works Department has identified at least one mower that is no longer operational or suitable for continued use and would be better utilized as a trade-in under the ZELE program.

Staff propose using the voucher to acquire an electric mower through the program to support ongoing park and LLMD maintenance. The proposed mower includes a 36-inch deck and is priced approximately equal to the \$15,000 voucher amount, allowing the City to obtain an additional support mower for tight spaces at no cost.

The application to the San Joaquin Valley Air Pollution Control District will be submitted on the City's behalf by Cal Turf of Tulare. Adoption of Resolution 2026-06 will authorize the City Administrator or designee to apply for and administer the ZELE Voucher Program on behalf of the City of Exeter.

**Fiscal Impact:**

There is no fiscal impact associated with this item, as the electric mower will be acquired through the ZELE voucher trade-in program.

**Prior City Council Actions:**

Approval to return landscape maintenance to in-house operations on January 27, 2026.

**Attachments:**

- Program Guidelines
- Resolution No. 2026-06

**Recommended motion to be made by the City Council:**

I move to adopt Resolution 2026-06, authorizing the City Administrator or designee to apply for and administer the Zero-Emission Landscaping Equipment (ZELE) Voucher Program on behalf of the City of Exeter.

## ZELE VOUCHER PROGRAM GUIDELINES

The Zero-Emission Landscaping Equipment Voucher Program (ZELE) provides incentives for the replacement of existing gas- or diesel-powered landscape maintenance equipment with new electric landscape maintenance equipment. To receive a voucher, an applicant must submit a complete application packet as described in the steps of the Program Process section. **Please DO NOT purchase or dispose** of any eligible equipment until you have received an approved voucher from the District for your project.

### ELIGIBLE ENTITIES

- **Business Entities:** Landscape businesses providing service to residential neighborhoods, business locations and other communities, or businesses and non-profit organizations that provide commercial scale landscape maintenance in-house. Equipment used on an applicant's personal residential property does not constitute commercial scale landscape maintenance.
- **Public Agencies:** Cities, special districts, municipalities, school districts, etc., that provide commercial scale landscape maintenance in-house. Any sectarian or denominational school, or any school not under the exclusive control of the officers of the public schools are not eligible.

### ELIGIBLE ENTITIES MUST

- Be located within the geographic area of the San Joaquin Valley Air Basin, which includes the following counties: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the San Joaquin Valley portion of Kern.
- Conduct 100% of its landscape maintenance operations within the geographic area of the San Joaquin Valley Air Basin.
- Currently use gas- or diesel-powered professional landscape maintenance equipment in daily operations.
- For the past two years prior to submitting an application, have owned and operated the old gas- or diesel-powered equipment listed on their application within the geographic area of the San Joaquin Valley Air Basin.

### ELIGIBLE EQUIPMENT FUNDING

Funding levels are identified in the table below grouped by equipment type, and include the cost of additional batteries and chargers. Applicants that are not small businesses or public agencies must pay a minimum 15% cost share for eligible costs. Maximum funding amounts may be reduced for these applicants to ensure the 15% cost share requirement is met. Enhanced funding levels are available for public schools located within the selected AB 617 Communities of Shafter, South-Central Fresno, and Stockton. These public schools can receive 100% of the purchase price of up to 2 batteries and 1 charger per piece of new all-electric equipment purchased. Please visit [community.valleyair.org](http://community.valleyair.org) to see if you qualify.

EQUIPMENT TYPE	MAXIMUM AMOUNT PER EQUIPMENT
<i>Edgers, String Trimmers, Hedge Trimmers, Chainsaws, Pole Saws and Brushcutters</i>	<b>Up to \$700</b>
<i>Leaf Blowers and Vacuums</i>	<b>Up to \$1,400</b>
<i>Walk-behind Mowers</i>	<b>Up to \$1,500</b>
<i>Ride-on/Stand-ride Mowers</i>	<b>Up to \$15,000</b>
<i>Additional Batteries and Chargers (for public schools in selected AB 617 Communities of Shafter, South Central Fresno, and Stockton only)</i>	<i>100% of purchase price for up to two (2) batteries and one (1) charger per piece of equipment purchased</i>

*Applicants that are not small businesses or public agencies must pay a minimum 15% cost share of eligible costs. Maximum funding amount may be reduced to ensure 15% cost share requirement is met.*

\* Additional batteries and chargers acquired as part of the new equipment purchase may be included in the total eligible costs.

## ZELE VOUCHER PROGRAM GUIDELINES

### NEW ELIGIBLE ELECTRIC EQUIPMENT MUST BE

- Same type of equipment as the old. Replacement of old equipment is required to be like-for-like and one-for-one (i.e., one old gas edger for one new electric edger, etc.).
  - » Additional batteries and chargers acquired as part of the new equipment purchase may be included in the total eligible costs.
- Purchased from a manufacturer-authorized retailer or dealer.
- Electric, battery-powered.
- New, not previously owned or used. Reconditioned and refurbished equipment are considered used and are not eligible for purchase.
- Purchased with a power head.
  - » Attachments without a power head are ineligible, and manual equipment without an engine are not eligible.
  - » Combo kits with one power head and multiple attachments, or bundles/packages that include two or more pieces of equipment, will be considered as one piece of equipment.

### INELIGIBLE EQUIPMENT

- Equipment not listed on the funding table are ineligible to be replaced.
- Old equipment that has not been owned and operated for the past two years by the applicant.
- New electric equipment, battery or charger purchases made prior to the voucher execution date are ineligible for reimbursement.
- Corded-electric equipment cannot be purchased as new replacement equipment.
- Purchase of a battery and/or a charger cannot be purchased without equipment.
- Equipment used on an applicant's personal residential property. For information about the District's Residential Rebate Program visit [www.valleyair.org/CGYM](http://www.valleyair.org/CGYM).
- These types of equipment are not eligible to be replaced:
  - » Manual equipment without an engine.
  - » Tractors used to pull landscape maintenance equipment.
  - » Tow-behind landscape maintenance equipment.

### GENERAL REQUIREMENTS

- Funding for this program is not a rebate. The applicant must not purchase any new equipment prior to obtaining an approved voucher from the District or their project may be deemed ineligible. Applicants are encouraged to wait to dispose of any old equipment until receiving an approved voucher.
- All applications will be considered for funding on a first-come, first-serve basis, and if deemed eligible, will be funded in the order received until program funds are exhausted.
- Submittal of an application does not guarantee funding. Eligibility of the application is determined at the sole discretion of the District. Applications that do not meet the intent and/or eligibility of the program will be deemed ineligible.
- Multiple applications may be submitted throughout the year by the same applicant.
- All additional co-funding sources and discounts applied to the new electric equipment purchase must be disclosed at time of application.
- The District reserves the right to recoup any funding provided to the applicant and/or pursue any other legal actions deemed appropriate if, by the District's determination, the applicant did not provide accurate information, and/or fails to meet the intent or requirements of the program.
- Small businesses and public agencies do not need to meet the 15% cost share requirement. The following definitions will be applied to applicants to determine their eligibility:
  - » **Small business** means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). ([Gov. Code § 14837\(d\)\(1\)\(A\)](#))
  - » **Public agency** means but is not limited to State of California, metropolitan, county, city, district, multi-county special district (e.g. water district), public school district, public university, public college, public authority, public agency, public corporation, another state government, the federal government, or any other subdivision or agency of a state government or the federal government. ([CARB CARL Moyer Guidelines](#))

## ZELE VOUCHER PROGRAM GUIDELINES

### PROGRAM PROCESS

**STEP 1: Submit a completed application along with the following supporting documentation:**

1. Completed first page of IRS Form W-9  
[www.irs.gov/forms-pubs/about-form-w-9](http://www.irs.gov/forms-pubs/about-form-w-9)
2. One of the following documents depending on applicant type:

**Business Entities:** Verification that the business is currently in operation and has been for the two years prior to application submittal. Acceptable documentation includes, but is not limited to the following:

- » Copy of a valid business license, covering the past 24 months from the date of application submittal; or
- » C-27-Landscape Contractors License Number; or
- » Identification number assigned to a business entity by the California Secretary of State at the time of registration
- » Documentation of an approved Clean Off-Road Equipment (CORE) program application for professional landscape equipment (voucher or approval letter).
- » The District maintains the discretion to accept or request other documentation to demonstrate applicant as a commercial landscape maintenance provider and meets the intent of the program.

**Public Agencies:** Resolution from the applicant's governing body (i.e., City Council or County Board of Supervisors). In lieu of a resolution, applicant can submit a formal letter/documentation from the agency which identifies the individual and/or title that can submit an application and enter into an agreement with the District. This letter/documentation must be signed by a duly authorized official within the agency that has the authority to make financial decisions. The individual/title identified on the resolution or letter/documentation must match the signing authority listed on the application.

**STEP 2: Receive a Voucher and Claim for Payment Form from the District**

1. The District will review submitted applications and supporting documentation for eligibility. If approved:
  - » A ZELE Voucher will be issued. The voucher will identify the equipment to be purchased and the eligible funding.
  - » A Claim for Payment Form will be provided and must be completed and signed by the applicant to be reimbursed for eligible funding.

**STEP 3: Purchase your new electric equipment and destroy your old equipment**

1. Purchase the new equipment identified on the voucher within the execution and expiration dates. Additional batteries and chargers acquired as part of the new equipment purchase may be included in the total eligible costs.
2. Obtain a Destruction Verification Form (DVF) from a participating dismantling facility:
  - » Within **30 calendar days** from the date of purchase of the new equipment, take your old gas- or diesel-powered equipment to a participating dismantling facility.
  - » For a list of participating dismantling facilities visit [valleyair.org/ZELE](http://valleyair.org/ZELE).
  - » Contact the dismantling facility to verify its requirements for submittal of old equipment (i.e., fluids drained, etc.) prior to taking it to the facility.
  - » Verify that the dismantling facility has completed and signed the DVF. The DVF is proof that you have properly submitted your old equipment for permanent destruction.

**STEP 4: Submit a Claim for Payment Packet for reimbursement within 30 days from the purchase date of the new equipment:**

1. Signed and completed Claim for Payment Form.
2. Signed Voucher.
3. Signed and completed DVF obtained from participating dismantling facility.
4. Copy of the sales invoice or receipt for the new electric equipment, batteries and chargers purchased.

**STEP 5: Own and operate your new equipment**

Own and operate the new electric equipment for a minimum of 36 months from the date of purchase.

The Zero-Emission Landscaping Equipment Voucher Program is part of [California Climate Investments](#), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment particularly in disadvantaged communities.

**RESOLUTION NO. 2026-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER  
AUTHORIZING THE CITY ADMINISTRATOR TO COMPLETE AND SIGN  
APPLICATIONS AND ADMINISTER THE ZERO-EMISSION LANDSCAPING  
EQUIPMENT (ZELE) VOUCHER PROGRAM THROUGH THE SAN JOAQUIN  
VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)**

WHEREAS, several local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital and operation assistance programs or grants; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) provides funding to local agencies under the New Zero-Emission Landscaping Equipment (ZELE) Voucher Program; and

WHEREAS, one of the San Joaquin Valley Air Pollution Control District funding requirements is for the City Council to authorize an individual by resolution, as the "Authorized Individual" to make final decisions, submit applications and implement the new zero-emission landscaping equipment (ZELE) voucher program under the Public Benefit Program; and

WHEREAS, the Council wishes to designate the City Administrator as Authorized Individual on applications to SJVAPCD.

NOW, THEREFORE, the City Council of the City of Exeter, hereby resolves as follows.

Section 1. The above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council authorizes the City Administrator or his/her designee to complete and sign the applications, to sign required assurances and to administer the New Zero-Emission Landscaping Equipment (ZELE) Voucher Program through the San Joaquin Valley Air Pollution Control District on behalf of the City of Exeter.

Section 3. This resolution is effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Exeter this 24<sup>th</sup> day of February 2026 by the following vote:

AYES:

NOES:

ABSTAIN:  
ABSENT:

---

Jacob Johnson, Mayor

ATTEST:

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**I.1.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Conduct a Public Hearing and Consider Adoption of Resolution No. 2026-05, A Resolution of the City Council of the City of Exeter Updating the City of Exeter Fee Schedule to Establish and Align Animal Control–Related Fees Consistent with Ordinance No. 717 and the City’s Animal Control Services Agreement with the City of Visalia.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommends that the City Council:

1. Open the public hearing to consider updates to animal control–related fees;
2. Receive public testimony;
3. Close the public hearing; and
4. Adopt a Resolution updating the City’s Fee Schedule to establish animal control–related fees as recommended, consistent with the City’s contract with the City of Visalia.

**Background/Summary:**

On January 27, 2026, the City Council reviewed and provided direction regarding potential updates to animal control–related fees, including licensing, impoundment, sheltering, kennel permitting, and breeder permitting fees.

This item is the noticed public hearing to formally consider the adoption of the updated fee schedule. The proposed fees remain unchanged from those presented during the prior Council discussion and are intended to align Exeter’s fees with those charged by the City of Visalia, which provides animal control and sheltering services under contract.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

          
J.R.

On December 9, 2025, the City Council held a public hearing and introduced Ordinance No. 717, which repealed and replaced Title 6 (Animals) of the Exeter Municipal Code. Ordinance No. 717 was adopted on January 13, 2026, and became effective February 12, 2026.

Ordinance No. 717 modernized the City’s animal control regulations, including provisions related to licensing, impoundment, dangerous animals, kennel and breeder permitting, and enforcement authority. As part of these updates, the City must establish associated fees to support implementation and cost recovery.

The City of Exeter contracts with the City of Visalia for animal control field services, animal licensing, and animal sheltering services pursuant to the Animal Control Services Agreement effective January 1, 2024. Under this agreement, Exeter is responsible for establishing applicable charges that Visalia collects on Exeter’s behalf, and many service costs are based on Visalia’s adopted comprehensive fee schedule.

While Exeter’s current FY 2025–26 Fee Schedule includes limited animal-related fees, it does not fully reflect the expanded regulatory framework adopted under Ordinance No. 717 or the sheltering and enforcement cost structure required through the Visalia agreement. Staff is therefore recommending adoption of the proposed animal control fee categories, including licensing, impoundment, boarding, after-hours pickup, kennel permits, breeder permits, and related services, consistent with Visalia’s adopted rates.

Below is a table summarizing the newly proposed fees.

Fee Category	Current Exeter Fee (FY 2025–26)	Proposed Fee	Notes/Rationale
Dog License – Altered	\$11	\$19	Aligns with Visalia rate
Dog License – Unaltered	\$29	\$90	Aligns with Visalia rate
Animal Impound – 1 <sup>st</sup> impoundment	<i>Not currently established</i>	\$38	Aligns with Visalia rate
Animal Impound – 2 <sup>nd</sup> impoundment	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Animal Impound – 3 <sup>rd</sup> impoundment	<i>Not currently established</i>	\$110	Aligns with Visalia rate
Civil Penalty – 1 <sup>st</sup> Impound	<i>Not currently established</i>	\$35	Matches Visalia civil penalty
Civil Penalty – 2 <sup>nd</sup> Impound	<i>Not currently established</i>	\$50	Matches Visalia civil penalty
Civil Penalty – 3 <sup>rd</sup> Impound	<i>Not currently established</i>	\$100	Matches Visalia civil penalty
Daily Boarding Fee (after 7-day hold)	<i>Not currently established</i>	\$20 per day	Aligns with Visalia rate, required per contract
After-Hours Emergency Pickup	<i>Not currently established</i>	\$200 per incident	Cost recovery rate charged by Visalia, required per contract
Euthanasia Fee (per animal)	<i>Not currently established</i>	\$73	Aligns with Visalia rate, required per contract
Cremation Fee (per animal)	<i>Not currently established</i>	\$100	Aligns with Visalia rate, required per contract
DOA Disposal Fee	<i>Not currently established</i>	\$61	Aligns with Visalia rate, required per contract
Owner Surrender Fee	<i>Not currently established</i>	\$79	Aligns with Visalia rate
Kennel Permit (less than 10 animals)	<i>Not currently established</i>	\$103	Aligns with Visalia rate
Breeder Permit (less than 2 litters/year)	<i>Not currently established</i>	\$328	Aligns with Visalia rate
Illegal Breeding (no permit, per litter)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Illegal Breeding (no permit, more than 2 litters)	<i>Not currently established</i>	\$1,000	Aligns with Visalia rate
Dangerous/Vicious Animal Hearing	<i>Not currently established</i>	Based on actual staff cost	Cost-recovery model, required per contract
Chemical Immobilization	<i>Not currently established</i>	\$65	Aligns with Visalia rate
Rabies Lab Services	<i>Not currently established</i>	\$127	Aligns with Visalia rate
Special Event Animal Control Staffing	<i>Not currently established</i>	\$250/4 hours	Matches Exeter-Visalia contract, required per contract

**Fiscal Impact:**

The updated fee schedule is intended to improve cost recovery for animal control services provided under contract and reduce the City's subsidy of sheltering, impoundment, and enforcement-related expenses.

No General Fund appropriation is required as part of this action. Revenues will depend on service usage and enforcement activity.

**Prior City Council Actions:**

- January 1, 2024 – Effective date of Animal Control Services Agreement between the City of Exeter and the City of Visalia the if Council has taken any actions previously relative to this item.
- October 14, 2025 – City Council reviewed draft comprehensive animal control updates and directed staff to proceed to public hearing
- December 9, 2025 – City Council held public hearing and provided first reading of Ordinance No. 717
- January 13, 2026 – City Council held second reading and adopted Ordinance No. 717
- January 27, 2026 – Council discussion and direction on proposed fee updates

**Attachments:**

- Animal Control Services Agreement
- Ordinance No. 717
- Resolution No. 2026-05 Updating Animal Control Fees with Exhibit

**Recommended motion to be made by the City Council:**

I move to adopt Resolution No. 2026-05, updating the City of Exeter Fee Schedule to establish animal control–related fees consistent with Ordinance No. 717.

## Animal Control Services Agreement

This AGREEMENT between the City of Visalia (“Visalia”) and the City of Exeter (“Exeter”) is hereby effective as of January 1, 2024.

### RECITALS

**WHEREAS**, Exeter is authorized and empowered to employ contractors and specialists in the performance of its duties and functions; and

**WHEREAS**, Exeter has a need for animal shelter services, pursuant to California Health & Safety Code sections 121575, et seq.; and

**WHEREAS**, Exeter has a need for a contractor to handle animal shelter services, animal licensing and animal control field services; and

**WHEREAS**, Visalia will provide these services to meet Exeter’s needs on the terms and conditions set forth herein; and

**WHEREAS**, Visalia and Exeter previously entered into an agreement for these services on November 2, 2018 and Visalia has provided those services; and

**WHEREAS**, Parties have agreed to modify and replace the prior agreement with this revised agreement; and

**WHEREAS**, Parties agree the prior agreement shall be considered to have expired on December 31, 2023 and shall be replaced with this revised animal control services agreement beginning on January 1, 2024; and

**WHEREAS**, Exeter shall pay Visalia all outstanding amounts owed under the prior agreement within thirty days of this new agreement taking effect or as otherwise agreed upon in writing between the Parties.

**WHEREAS**, Exeter agrees that it will consider an ordinance that mandates the spaying or neutering of animals, unless the health or age of an animal would prevent alteration, as a condition of being released from an animal shelter. Visalia shall provide a proposed ordinance upon request. Exeter shall consider such an ordinance within sixty days of this Agreement being signed. If Exeter adopts such a requirement, then it will notify Visalia so that it will be implemented for the release of animals being held for Exeter residents. If Exeter does not adopt this ordinance, then Visalia may terminate this Agreement on ten days written notice to Exeter.

NOW, THEREFORE, it is mutually understood and agreed as follows:

## **ARTICLE 1 - COMPLETE AGREEMENT**

This Agreement, including the recitals stated above which are incorporated herein by reference, and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between Visalia and Exeter and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

## **ARTICLE 2 –STANDARD OF CARE**

The standard of care with respect to Visalia’s services hereunder will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality and under the same or similar circumstances.

## **ARTICLE 3 - INDEPENDENT CONTRACTOR**

Visalia’s relationship to Exeter in its performance of this Agreement is that of an independent contractor. Visalia may, at its own expense, use employees or subcontractors as Visalia deems necessary to perform the services required under this Agreement. The personnel performing services under this Agreement shall at all times be under Visalia’s exclusive direction and control and shall be employees or subcontractors of Visalia and not employees of Exeter.

Visalia shall pay all wages, salaries, and other amounts due its employees, or subcontractors in connection with the performance of this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. The personnel performing services under this Agreement shall not be entitled to the rights or benefits afforded to Exeter employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other Exeter employment benefit.

The relationship between Visalia and Exeter is non-exclusive. Visalia may perform services for, and contract with other clients, persons, or companies.

## **ARTICLE 4 – DUTIES AND SCOPE OF WORK**

**4.1 Scope of Work.** Subject only to the general policies and direction of Exeter with regard to animal control operations, and to the provisions and requirements of this Agreement, Visalia shall do all things necessary to provide animal control services, animal shelter services and animal licensing services for Exeter. This includes providing space at the Visalia Animal Care Center for sheltering animals from Exeter. As stated in Exhibit “A” Visalia will designate a specific space in the Animal Care Center for animals from Exeter. Parties agree that Visalia is only agreeing to shelter dogs and cats for Exeter under this Agreement. The term “animals” under this Agreement shall, unless otherwise specified, refer only to dogs and cats.

**4.2 Handling of Animals Brought by Exeter.** As described specifically in Exhibit A (Scope of Work), Visalia shall be deemed to be acting on behalf of Exeter in the capacity of providing animal shelters and any animals sent by Exeter to the animal shelter owned and operated by Visalia shall be deemed to be held in custody for the benefit of Exeter. Visalia will track all animals received by or for the benefit of Exeter. Parties agree that these animals will be considered the responsibility of Exeter under this Agreement whether they are owned by a private party that picks them up from the Animal Care Center or are stray animals without a private owner that will be considered as owned by Exeter unless Visalia and Exeter, in writing, to transfer ownership of the animals.

Animals brought to the Animal Care Center under this Agreement are treated with the level care described under the Service Standards stated in Section 1.7 of Exhibit "A." This is the same level of care taken for all animals that are brought into the Animal Care Center, whether they are from Visalia or from another jurisdiction.

Visalia shall hold the animals for the time period required by state law, plus an additional two-day period. After the state mandated hold period plus two days, the animals will be humanely euthanized at Exeter expense or, if Exeter directs Visalia in writing to continue holding an animal after these time periods, then Visalia shall continue to hold the animal pursuant to the terms of this Agreement until Visalia receives further direction as to the handling of the animal from Exeter. As stated in more detail in Exhibit "A" Visalia will begin charging Exeter costs incurred by Visalia after holding an animal for seven days. This period shall not begin until the day after the animal is received by Visalia. These charges will be billed separately from the base services stated in Article 7 of this Agreement and will be based on the applicable daily boarding fee in the currently adopted comprehensive fee schedule rates for Visalia.

In no event shall Visalia accept ownership of an animal that has been determined to be vicious under the Exeter Municipal Code be released to Visalia unless such determination is overturned on appeal.

**4.3 Adherence to Legal Standards.** Visalia shall be solely responsible for ensuring that all animal shelter services provided hereunder are provided in strict conformance with all laws and statutes relating to the humane treatment of animals and safe handling of animals under applicable state and local statutes, ordinances, and regulations.

Visalia and Exeter agree to cooperate over municipal code enforcement by Visalia on behalf of Exeter. Exeter acknowledges that it has implemented changes to its municipal code violations to allow Visalia personnel, acting under the scope of this Agreement as animal control officers for Exeter, to issue citations for Exeter municipal code violations related to animal control.

Parties acknowledge that each maintains separate municipal ordinances regarding animals and agree that they shall cooperate in modifying their ordinances to be consistent on what constitutes violations for items such as defining excess noise by animals, vicious dogs, impounding animals, commercial kennel requirements, leash regulations, and licensing requirements. Parties acknowledge that this section recognizes each agency is solely responsible for determining its applicable municipal ordinances and that each may

implement separate rules on specific issues. This Agreement is not intended to require either agency to have the same requirements for all animals within its jurisdiction.

**4.4 Applicable Charges Collected on Behalf of Exeter.** Exeter will provide Visalia with a list of applicable charges, such as licensing fees, that Visalia is to collect on behalf of Exeter. These amounts will be separately accounted for and paid to Exeter monthly with an accounting of each amount charged on behalf of Exeter. Parties agree that this rate of applicable charges may be adjusted by Exeter. Exeter shall provide the revised list of applicable charges to Visalia at least thirty days prior to the date upon which it shall become effective.

## **ARTICLE 5 - CHANGES IN SCOPE OF WORK; AMENDMENT**

It is understood and agreed by Visalia and Exeter that it may be necessary, from time to time during the term of this Agreement, to modify its provisions or to revise the scope and/or extent of Visalia work under this Agreement for the operation and maintenance of the animal control operations. In each such instance, Visalia and Exeter shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired.

## **ARTICLE 6 - TERM OF AGREEMENT**

This Agreement shall become effective as of January 1, 2024 and shall continue in full force and effect through December 31, 2024.

After this term this Agreement may be renewed for up to four additional one-year (twelve month) terms. Parties agree that each of these one-year extensions shall begin automatically unless a party notifies the other of non-renewal at least sixty days prior to the expiration of then current term, unless earlier terminated as herein provided. Parties may agree in a writing signed by both Parties to further extend the term of this Agreement.

## **ARTICLE 7 - COMPENSATION**

For the base services performed pursuant to this Agreement, which are described in Exhibit "A" Exeter agrees to pay, and Visalia agrees to accept, as payment in full an annual contract amount of \$216,900. Exeter has agreed to pay this amount annually in twelve equal monthly installments of \$18,075 beginning on the effective date of this Agreement. Visalia is not providing separate invoices for the base service fee, payment of each monthly installment shall be due on the 1<sup>st</sup> of each month and must be received by the 20<sup>th</sup> day of each month or a late fee of \$250.00 shall be charged to Exeter in addition to the amount owed. If payment is not received, then Exeter will be in breach of this Agreement and Visalia may terminate the Agreement on fifteen (15) days written notice to Exeter if the breach is not cured prior to termination.

For each contract year, Parties agree that the annual contract amount in this agreement will be increased by the annual CPI rate. All other fees will be adjusted to match the current adopted comprehensive fee schedule rates of Visalia, as applicable. The CPI rate is calculated using the November year-over-year measurement immediately prior the effective date of each agreement. For purposes of this section, CPI means the United

States Department of Labor, Consumer Price Index for All Urban Consumers, US City Average, All items, unadjusted index as agreed upon by Visalia and Exeter, that tracks changes of average consumer prices will be applied.

In addition to the base services performed pursuant to this Agreement, Visalia shall bill Exeter for additional identified specific costs in addition to the base services. These specific costs include the following:

- The costs of euthanizing animals – currently \$71.00.
- The costs of cremating animals – currently \$98.00.
- The costs of Visalia providing staff to Exeter for special events, as requested by Exeter – currently \$250.00 per four hours of staff time.
- Cost recovery fee for animals received at Visalia animal shelter after operating hours – currently \$200.00
- Cost incurred by Visalia after holding an animal for more than seven days as specified in Exhibit “A” – currently \$20.00 per day.

Visalia will charge Exeter for the costs incurred by Visalia in providing these additional services. These amounts shall be recorded and invoiced within thirty days from being incurred by Visalia with a description of the item incurring the costs. Costs will be the applicable rates and fees charged by Visalia in most current adopted fee schedule. Payment is due by Exeter within thirty days of being invoiced by Visalia. A late payment penalty fee of \$250.00 shall be charged to Exeter if the payment is not made within this time period. Included in Exhibit “A” to this Agreement is a description of these services, that if provided by Visalia, will be separately charged to Exeter in addition to the annual fee for base services.

## **ARTICLE 8 - INSURANCE**

With respect to performance of work under this Agreement, Visalia agrees to maintain adequate self-insurance. If Visalia utilizes subcontractors to perform any duties required by Visalia under this Agreement, then it shall require its subcontractors to maintain insurance as described below and shall name Exeter as additional insured:

- A. Workers’ compensation insurance with statutory limits, and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.
- B. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor’s Liability (if applicable).
- C. Comprehensive Automobile Liability coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Evidence of insurance, or self-insurance by Visalia, will be made available to Exeter upon request.

Visalia must provide proof of insurance coverage for any Visalia employee or subcontractor that delivers or receives animals to or from Visalia under this Agreement. Visalia agrees to provide Exeter with proof of insurance that names Exeter as additional insured and indicates that any insurance maintained by the City of Exeter shall apply in excess of and not contribute with the insurance provided. Exeter agrees that this insurance may be in the form of self-insurance or insurance policies that meet or exceeds the coverage requirements stated above for any subcontractors used by Visalia.

If any Exeter employees or subcontractors will be delivering animals to Visalia, then Exeter must provide proof of insurance coverage that names Visalia as additional insured and indicates that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with the insurance provided. This insurance by Exeter may be in the form of self-insurance or insurance policies that meet or exceed the coverage requirements stated in this Section.

## **ARTICLE 9 - INDEMNIFICATION**

To the fullest extent permitted by law, Visalia shall hold harmless, defend at its own expense, and indemnify the City of Exeter and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Exeter's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

Exeter hereby agrees to indemnify and hold Visalia and its officers, agents, employees and assigns harmless from any liability imposed for injury (as defined by Government Code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to any act or omission, including strict liability or negligence of Exeter, or of anyone acting under Exeter's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **ARTICLE 10 - TERMINATION**

This Agreement may be terminated by either Visalia or Exeter in whole or in part, at any time by ninety days written notice from one party to the other.

## **ARTICLE 11 – EMPLOYMENT REGULATIONS**

All services performed by Visalia pursuant to this Agreement shall be performed in accordance and full compliance with all applicable state and federal laws relating to employment including but not limited to the Fair Labor Standards act, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable Federal and State laws and regulations regarding employment and immigration, including nondiscrimination, compensation, taxation, etc.

Visalia agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, age, or disability.

## **ARTICLE 12 – CONFLICT OF INTEREST**

Visalia covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement.

## **ARTICLE 13 – AUDIT; RETENTION OF RECORDS**

Visalia shall allow the authorized representatives of Exeter to inspect and audit all data and records of Visalia relating to performance under this Agreement. Such audit shall be allowed upon reasonable notice of Exeter. Further, Visalia shall maintain all required records for three (3) years after final payment under this Agreement and until all other pending matters are closed.

## **ARTICLE 14 – ACCESS TO RECORDS**

Visalia agrees to provide Exeter or any of their authorized representatives access to any books, documents, papers, and records of Visalia, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Visalia agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **ARTICLE 15 – ATTORNEY'S FEES**

In the event it is necessary to institute litigation to enforce any of the terms and conditions of this Agreement, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs incurred therein, as determined by the court.

## **ARTICLE 16 – NOTICE**

All notices hereunder and communications with respect to this Agreement shall be effected upon the mailing thereof of registered or certified mail return receipt requested and addressed as follows:

FOR Visalia:

Animal Services Manager  
29016 Highway 99  
Visalia, CA93277

FOR Exeter:

City Administrator  
137 North F Street  
Exeter, CA 93221

**ARTICLE 17 – MODIFICATIONS**

Modifications to this Agreement shall be in writing signed by both parties, unless explicitly indicated otherwise herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF VISALIA



Approved as to Form

  
City Attorney  
Risk Manager

CITY OF EXETER



Approved as to Form

  
City Attorney

Exhibits:

A: SCOPE OF WORK

## EXHIBIT "A"

### SCOPE OF WORK

#### SECTION 1 - SHELTERING

Visalia also referred to as "CONTRACTOR" shall perform the duties and accept the responsibilities set forth below in connection with its operation of animal sheltering services. It is the intent of the parties that Visalia shall provide all necessary services to shelter and care for animals delivered by or on behalf of Exeter to Visalia. This does not include services for the adoption of animals.

##### **1.1 Sheltering - General**

Visalia shall provide Exeter with animal care for the legally required holding periods, including Stray Hold, Current License and Microchip/Notice of Impound, Protective Custody, Vicious Hold, and Quarantine as required pursuant to Food & Agriculture Code Sections 17006 & Sections 30501-32003 and applicable City of Exeter Municipal Code provisions, as provided to Visalia by Exeter.

Below is a list of applicable required holding periods, after each of these holding periods there shall be an additional two-day holding period that the animal shall remain the responsibility or property of Exeter and during which time Visalia shall determine whether the animal shall be euthanized at the expense of Exeter or if Exeter will direct Visalia to retain the animal for an additional period. Exeter may instruct Visalia, in writing, to hold an animal after these designated time periods and in these instances the animal will remain the property of Exeter and held under this Agreement until Exeter provides alternative instructions to Visalia. Exeter may direct Visalia to hold all animals received from Exeter for designated periods. As stated under section 4.2 of this Agreement Exeter shall begin paying boarding costs after an animal has been held by Visalia for seven days, this period shall not begin until the day after the animal is received by Visalia.

Visalia may, if it determines that an animal could be adopted after the mandatory hold period, notify Exeter, in writing, and request that ownership of the specified animal be transferred to Visalia to facilitate adoption. Exeter, at its discretion, may transfer ownership of the animal to Visalia. Visalia is under no requirement to facilitate the adoption of any specific number of animals under this Agreement. Exeter and Visalia may agree to allow all animals that could be adopted to be transferred to Visalia without prior notice to facilitate adoption after the applicable holding period has passed allowing animals to be adopted. Visalia agrees to report any such transfers in the monthly report required below in Section 1.4.

Both parties agree to designate specific points of contact to deal with animal transfers. Parties agree that written communications regarding animal transfers, hold periods, and adoptions under this Agreement may be made by e-mail between designated points of contact between the parties.

If Visalia euthanizes an animal at the expense of Exeter, then it shall track the date and cost. Visalia shall bill Exeter within thirty days of the animal being euthanized. This amount shall be charged separately from the base services fee by Visalia.

Description	Duration
Stray Hold	Four (4) business days, (not counting the day received)
Current License & Microchip Notice of Impound	Six (6) business days, (not counting the day received).
Protective Custody	Fourteen (14) consecutive days, (not counting the day received)
Vicious Hold	Thirty (30) consecutive days, (not counting the day received). Hold may be extended pending legal appeals. Any animal that has been determined to be vicious shall be humanely euthanized following exhaustion of any appeal period and shall in no circumstances be released to CONTRACTOR. In the event a vicious determination has been reversed on appeal of the animal owner, subject to a probationary period or otherwise, the animal shall be returned to the property owner and shall not become the property of the CONTRACTOR.
Quarantine	Ten (10) consecutive days, (not counting the day received)

The above hold periods are subject to change based on legal requirements. Business days are Monday through Friday.

Visalia shall bill Exeter the applicable daily charge from the Visalia rates and fees for holding an animal after an animal has been held for more than seven days. This amount shall be charged separately from the base services fee by Visalia.

## 1.2 Sick and Injured

Visalia shall provide sick and injured animal care, required vaccinations (DHPP for dogs and FVRCP for cats), microchip implanting of animals redeemed by their owners, and dead animal disposal services pursuant to Penal Code Sections 597f and 597.1.

Sick and injured animal care includes any veterinary cost incurred, or veterinary medications prescribed for animal care for administration, during the mandated holding period; no additional compensation shall be provided by Exeter for such costs. Visalia will be responsible for ascertaining the basic humane treatment needed.

## 1.3 Jurisdiction

Visalia shall house animals brought into the shelter by Exeter's residents or Exeter employees, contractors, or agents, providing animal control services.

## 1.4 Reporting

Visalia shall submit a Monthly report, by the 20<sup>th</sup> of the following month, which shall include Exeter animal intake and disposition numbers, specifically listing protective custody, vicious & quarantine holds. Intake and Disposition totals shall list number of animals in each stray hold category and any adoption transfers. The Monthly Report

shall also include a record of all training for ACO's and any vicious dog hearings attended.

### **1.5 Shelter/Performance Standards**

Visalia shall take reasonable steps to provide temporary care for wild animals and fowl that come into its custody from Exeter and will attempt to transfer custody of wild animals and fowl to a wildlife care facility or other suitable facility for treatment and rehabilitation. If transfer is not possible, then Visalia will humanely euthanize the animal and charge Exeter the standard fee for euthanasia and disposal, which is currently set at \$71.00 for euthanasia and \$98.00 for disposal which is done by cremation.

Visalia shall maintain suitable office hours at the animal shelter for the convenience of the public and for any other purpose under the Agreement.

Exeter employees, performing official functions at the shelter, shall be granted access to animal shelter when Visalia staff are working at the facility. If Exeter requires access when it is not during normal Visalia operating hours, Visalia shall charge a flat fee of \$200.00 to Exeter. This amount shall be charged separately from the base services fee by Visalia.

Visalia may appoint competent and qualified agents for the carrying out of responsibilities under this Agreement.

### **1.6 Impounding and Sheltering**

Visalia shall provide all necessary food, water, shelter and give all basic care and attention to such animals while they are in Visalia's possession and until adopted, placed or otherwise humanely euthanized and disposed of in accordance with federal, state, or local law.

Visalia shall fully cooperate with the Tulare County Health Department by following procedures required by applicable state or local quarantine codes concerning persons or animals bitten by an animal in the City of Exeter

All animals licensed, redeemed, or adopted at the shelter or clinic shall be micro-chipped.

Owners of animals shall be responsible for and separately charged by Exeter for all shelter fees incurred in the impoundment, including, but not limited to: boarding, vaccinations, quarantine & protective custody fees. As stated in Section 2, Visalia will bill these amounts on behalf of Exeter based on the applicable list of fees provided by Exeter.

### **1.7 Service Standards**

Visalia shall be responsible for the employment and supervision of all employees necessary to perform animal sheltering operations.

Visalia shall communicate customer care standards and animal care standards to all employees at the time of hire and as part of an ongoing coaching/training program. Those standards include professionalism, fairness, objectivity, respect and compassionate animal care.

Visalia shall comply with applicable State and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either Visalia or Exeter to be in conflict with the language and intent of Article 4, entitled "Independent Contractor," of the AGREEMENT of which this Scope of Work is a part.

The maximum number of animals Visalia can take by Exeter is limited to 300 animals for the initial contract period, this shall be the Base Amount of Animals per contract period. If this amount is exceeded, then Visalia will notify Exeter. After this capacity is reached, then Visalia will only accept animals from Exeter if there is space and capacity at the animal shelter but an additional charge of \$315.00 per animal will be applied in such instances. Further, the Base Amount of Animals per contract period will be tracked in the monthly reports, and the annual report. Parties agree that the Base Amount of Animals per contract period will be subject to review and potential revision by a written agreement signed by both parties prior to the commencement of a new contract.

#### **1.8 Animal Care Center Customer Service Assistance**

Visalia shall provide customer service staff to support the public counter at the Animal Care Center during hours and days that the Center is open. Duties for such customer service staff shall include, but not be limited to, answering telephones, helping citizens to look for lost animals, etc.

#### **1.9 Emergencies and Natural Disasters**

In the event of an emergency or natural disaster, Visalia agrees to work with Exeter to provide sheltering services and facilities to assist Exeter in dealing with such incidents. Visalia may be required to limit services under this Agreement if staffing and animal shelter space become unavailable and shall notify Exeter if they are unable to provide services due to an emergency or natural disaster. Visalia shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, to Exeter, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Visalia and Exeter following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

## **SECTION 2 – LICENSE REVENUE COLLECTION AND REPORTING**

Visalia shall be responsible for animal licensing on behalf of Exeter. Visalia will track amounts received and deposit funds received with Exeter on a monthly basis with the monthly reports, as well as the annual report for each contract period, or as otherwise agreed with between Visalia and Exeter.

It is acknowledged herein that financial obligations may take precedent over the tracking and receipt of funds from any source. Accordingly, tracking and payment of funds received or to be paid will be coordinated between Visalia and the City Finance Director for Exeter.

Exeter shall be responsible for providing Visalia with a schedule of applicable fees and license requirements for Visalia to apply for each fiscal year on or before July 1.

Visalia will be responsible for mailing license bills, following up on licensing leads received from Exeter, assist persons at shelter with licensing questions and paying for their pet licenses.

Visalia shall include in the monthly report a list of all licenses issued on behalf of Exeter during the reporting period, expiration dates of licenses, and applicable owner information.

## **SECTION 3 – ANIMAL CONTROL SERVICES**

### **3.1 Field Services**

Visalia shall provide the following animal control field services during normal business hours:

- a. Respond to calls for service related to alleged violations of the Exeter municipal code or state law pertaining to the care, keeping, treatment, and management of animals. This includes but is not limited to excessive animal noise complaints, animals running at large, and vicious dog matters within the Exeter. Response time will be dependent on officer availability. Visalia shall hire an animal control officer to be assigned for the purpose of addressing animal control calls in the area of Farmersville and Exeter, Monday through Friday during regular business hours. During other hours an on-call officer would be available, although the response time could vary as the on-call officer would be responsible for addressing calls in Visalia, Farmersville, and Exeter.
- b. Pick-up stray animals that are in violation of applicable municipal ordinances or otherwise subject to impoundment under applicable municipal ordinances.
- c. Pick up dead animals for disposal.
- d. Pick up and transfer to shelter animals that have been surrendered to Exeter municipal services, or animals that have been captured by Exeter employees for transfer to animal control shelter.

- e. Investigate reports of animal bites and pick up animals for quarantine of animals under applicable laws for rabies observation.
- f. Investigate reports of rabid animals and attempt to capture such animals and investigate reports of wild animals upon request.
- g. Assist in the preparation and filing of administrative, civil, or criminal prosecution of Exeter municipal code ordinances, or as applicable state law.
- h. If authorized by Exeter, issue administrative citations for Exeter municipal code violations, and appear at any administrative appeal hearings to support the issuance of the citation. Exeter shall be responsible for prosecution of all matters.
- i. Assist with public outreach programs as requested by Exeter, such as public education on animal licensing, spaying or neutering clinics, (including assisting with spaying or neutering domestic animals at low cost) other services, such as encouraging animals to be vaccinated or assisting Exeter with providing low-cost vaccination programs. Visalia agrees that, pending applicable scheduling requirements, it can provide special event services onsite to Exeter or animal control assistance to Exeter staff during special events. Visalia cannot guarantee staff availability to Exeter for any special event but agrees to reasonably work with Exeter so that Visalia staff may be available. If Visalia staff are used at an Exeter special event, then Visalia staff can attend for an additional cost of \$250.00 per four hours of staff time, with four hours being the minimum amount charged by Visalia. This amount shall be charged separately from the base services fee by Visalia.

### **3.2 Emergency Animal Control Services**

Visalia shall respond to the following circumstances during normal business hours, or at any time if an emergency call for services is forwarded to City of Visalia dispatch requesting animal control field services. Response time will be dependent on officer availability.

- a. Animals posing an active and present threat to public safety, such as potentially rabid animals or animals that have bitten humans.
- b. Respond to calls for assistance for animal-related issues from Exeter emergency services.

### **3.3 Exeter Obligations**

Exeter shall be responsible for the following:

- a. Provide for the preparation, filing, and prosecution of civil or criminal violations of Exeter municipal codes or state law. Visalia animal control officers will assist with preparation of such documents but it will be the responsibility of Exeter to decide whether to prosecute such cases. Exeter is also solely responsible for defending any administrative citation issued by Visalia personnel on behalf of Exeter that is appealed.

b. If an administrative process is used for citations or vicious dog determinations, then Exeter is solely responsible for the implementation and costs of the administrative appeal process. The responsibilities of Exeter will include, but are not limited to, receiving, and processing appeals, selecting a hearing officer, arranging a space for a hearing, coordinating the dates for the hearing with the hearing officer, appellant, and the Visalia staff that issued the citation, payment of the hearing officer, delivery of the hearing decision, and defense of any appeal of the administrative decision.

c. Provide assistance and support to Visalia animal control officers as necessary to safely and effectively execute the operational requirements of this Agreement.

### **3.4 Oversight and Inspection of Commercial Kennels and Breeders**

Visalia shall enforce any applicable municipal ordinances concerning commercial kennels and animal breeders that apply within Exeter city limits.

### **3.5 Annual Animal Control Service Reports**

Visalia shall provide, within 75 days of the end of the contract period, an annual report reflecting field services provided to Exeter under this Agreement. The annual report shall also include all monthly and financial information identified for reporting in this Agreement. After providing such report Exeter and Visalia representatives shall endeavor to meet and confer within 30 days to discuss service issues and whether modifications to the scope of services should be made.

**ORDINANCE NO. 717**

**AN ORDINANCE OF THE CITY OF EXETER REPEALING AND REPLACING TITLE 6 ANIMALS, CHAPTERS 6.04 THROUGH 6.16, AND ADDING CHAPTERS 6.20, 6.22, 6.24, AND 6.28 TO THE CITY OF EXETER MUNICIPAL CODE**

**WHEREAS**, the City of Exeter’s animal control regulations were adopted as early as 1973, with some additional revisions made in 1994 and 2010, and heavily relied upon and incorporated provisions from the Tulare County animal control ordinance that has since been extensively revised and renumbered; and

**WHEREAS**, the City Council of the City of Exeter finds that a comprehensive update to the City’s regulations in order to modernize the City’s animal control laws, keep local regulations aligned with State law, promote humane treatment of animals, and strengthen the City’s enforcement authority for the public health and safety.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EXETER, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Title 6 Animals, Chapters 6.04 through 6.16 of the City of Exeter Code of Ordinances (Municipal Code) are hereby repealed in their entirety.

**SECTION 2.** Title 6, Chapter, Chapters 6.04, 6.08, 6.12, 6.16, 6.20, 6.22, 6.24, and 6.28 are hereby added to the City of Exeter Code of Ordinances as follows:

**TITLE 6 ANIMALS**  
**CHAPTER 6.04. GENERAL PROVISIONS**

Sections:

- 6.04.010 Definitions.
- 6.04.020 Poundmaster.
- 6.04.030 Records.
- 6.04.040 Animal care center.
- 6.04.050 Impounding animals.
- 6.04.060 Right to enter premises.
- 6.04.070 Interference with duties.
- 6.04.080 Duties of animal control officer.
- 6.04.090 Authority of animal control officer.
- 6.04.100 Penalties.

**6.04.010 Definitions.**

As used in this title, the following terms are defined:

“Abandon” means to completely forsake and desert an animal previously under the custody or possession of a person, without making reasonable arrangements to provide for its proper care, sustenance, shelter and medical care or fails to lawfully surrender the animal after made aware of its impoundment.

“Aggressive” means showing a readiness or having a tendency to attack or to do harm to a human being or animal.

“Altered” for a female, means having been spayed; for a male means having been neutered.

“Animal” means any living vertebrate member of the animal kingdom, excluding man.

“Animal control officer” means any person designated by the state of California, city, or Tulare County as a law enforcement officer who is qualified to perform such duties under the laws of this state.

“Animal shelter” means any facility operated by a humane society, or public agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this title or state law.

“Animal Services” shall mean the Animal Services Division of the City of Exeter or that entity assigned by contract to serve as such division and provide the animal control officers for the city.

“At large” means off the premises of the person owning or having the possession, charge, custody, or control of the animal and not under the immediate control of a person by means of an enclosure, leash, rope, or other means of immediate effective physical control.

“Auction” means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this title. This section does not apply to individual sales of animals by owners.

“Breeder” means any person, persons or business who breeds one or more litters of dogs and/or cats in one year for sale or profit.

“Business day” means Monday through Friday, excluding holidays recognized by the City or any contracting entity provided Animal Services by the closure of City or contracting entity’s administrative offices.

“Cat” means any member of the feline family, wild and domesticated, and shall be intended to mean both male and female.

“Circus” means a commercial variety show featuring animal acts for public entertainment.

“Commercial animal establishment” means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibit, or boarding kennel.

“Dangerous/vicious animal” means any animal, which has been determined by the animal control officer after an investigation to have attacked, bitten, or caused an injury in an aggressive manner or caused an injury to a person or injured an animal while at large.

“Dog” means any member of the canine family, wild or domesticated, and shall be intended to mean both male and female.

“Domestic animals” means animals such as are habituated to live in or about the habitations of persons or such as to contribute to the support of a family or the wealth of the community.

“Exotic animal” means any animal, either wild or domesticated belonging by nature or origin to another part of the world.

“Fowl” means any chicken, duck, goose, turkey, guinea, pigeon, swan, peacock or other fowl.

“Hearing officer” means any person appointed by the City Manager to preside over the administrative hearing described in Chapter 6.16 for dangerous/vicious animals.

“Impoundment” means the taking up and confinement of any animal in an animal shelter, veterinary hospital, or other facility.

“Kennel” means any premises, wherein any person keeps five or more dogs and/or cats over four months of age except pet shops for noncommercial purposes.

“Litter” means two or more offspring from the same female dog or cat.

“Livestock” means any large animals such as cattle, pigs, sheep, horses, mules, goats, and other domestic animals raised typically raised for agricultural uses.

“Owner” means any person, partnership, firm or corporation owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

“Performing animal exhibition” means any spectacle, display, act, or event other than circuses, in which performing animals are used.

“Person” means any individual, partnership, firm, corporation, joint venture or entity.

“Pet” means any animal kept for pleasure rather than utility.

“Pet shop” means any person, partnership, firm or corporation whether operated separately or in connection with another business enterprise except for licensed kennels, that buy, sell, or board any species of animal.

“Poundmaster” means the party appointed by the city council pursuant to § 6.04.020. That person may be the party with whom the city has contracted for the performance of pound services or a designated division of city personnel.

“Premises” means a house, other dwelling, a yard or other area or an automobile so enclosed as to prevent a dog from escaping.

“Private property” means that property of which a person or persons has the exclusive right of disposition.

“Public nuisance” means any animal or animals which:

1. Molests passersby or chases passing vehicles;
2. Attacks other animals;
3. Trespasses on school grounds;
4. Is repeatedly at large;
5. Damages private or public property;
6. Barks, whines, or howls in an excessive or untimely fashion.

“Public place” means any park, public building, playground, street, road, alleyway, or any other place open to general public.

“Restraint” means a leash not in excess of eight feet, a tethered lead, or a fenced enclosure which keeps the animal under the control of a responsible person or within the real property limits of its owner.

“Service Animal” means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

“Veterinary hospital” means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

“Wild animal” means any non-domesticated animal living in a feral state.

**6.04.020 Poundmaster.**

The office of Poundmaster is established. The Poundmaster shall be appointed or designated by the city council and may be either a person, firm, association, corporation, or a designated division of City personnel. The Poundmaster shall serve for such period of time and shall receive such compensation as shall be established by the city council by ordinance, resolution, policy, or by contract. If an association, corporation, public entity, or designated division of city personnel is appointed as Poundmaster, then each officer and employee of such association, corporation, public entity or designated division is authorized to perform duties under this title shall be deemed to be a Poundmaster and shall have all of the rights and duties of the Poundmaster which are set forth in this title.

**6.04.030 Records.**

The Poundmaster shall keep a record of every animal impounded pursuant to this title which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and such additional records as may be required by the city council from time to time.

**6.04.040 Animal care center.**

There shall be provided by the city council, or by the Poundmaster upon such terms and conditions as may be mutually agreed upon by the Poundmaster and the city council, a suitable building or enclosure to keep and safely hold all animals to be impounded pursuant to the provisions of this title, and said building or enclosure shall be known and designated as the “Animal Care Center.”

**6.04.050 Impounding animals.**

The Poundmaster shall take up, impound and safely keep any dog which is found running at large contrary to the provisions of this title within the incorporated territory of the city.

**6.04.060 Right to enter premises.**

The Poundmaster is authorized to enter upon any premises for the purpose of enforcing the provisions of this title.

**6.04.070 Interference with duties.**

It is unlawful for any person to hinder, obstruct or interfere with the Poundmaster in the performance of his official duties.

**6.04.080 Duties of animal control officer.**

The duties of the animal control officer shall be as follows:

A. To take up and impound any dog or other animals, (except cats), found to be running at large, staked, tied or being herded or pastured in any public place within the city or upon the premises of any person other than the owner of such dog or other animal;

B. To make a complete registry of impounded dogs and cats, showing in detail in the case of each animal,

the date of receipt, the breed, color, and sex of such animal, and if licensed, the number of such license and the name and address of owners;

C. To notify by mail the owner of any animal, bearing identification, impounded by the animal control officer, stating that such animal is confined at the Animal Care Center, and specify the amount necessary to reclaim or redeem the same and the period which the animal will be held before destroying or otherwise disposing of the same.

**6.04.090 Authority of animal control officer.**

A. Each animal control officer shall have and is vested with the authority of a public officer. The animal control officers may, in the performance of their duties, enter upon any property pursuant to law, to ascertain if any of the provisions of this title or any state laws relating to disease, care, treatment or cruelty to animals are being violated. Each animal control officer may issue citations for the violation of the provisions of this title, any state law, or city ordinance in the manner prescribed by the ordinance, and remove animals from said premises if they deem necessary. The authority to issue citations in the manner prescribed by the city shall be alternative to any other authority provided by law.

B. Any animal control officer of the city shall have police powers in the enforcement of this Title and no person shall interfere with, hinder, molest or abuse any animal control officer of the city in the exercise of such powers.

C. In the performance of duties for the control of animals, the animal control officer shall have the authority to employ the use of the tranquilizer gun or other animal control devices in common use within the state of California.

**6.04.100 Penalties.**

A. Except as otherwise provided herein, any person violating any provision of this title shall be deemed guilty of an infraction, subject to penalties in accordance with Chapter 1.12.

Alternatively the city may choose to enforce violations through the administrative code enforcement process described in Chapter 1.13 of this Code.

B. For violations of Sections 6.08.060 and/or 6.16.020 (Biting animals and/or Maintaining a dangerous/vicious animal), when the owner or custodian of an animal is deemed responsible for the acts committed by that animal when the owner fails to comply with legal requirement for keeping the animal secure and under control, in any case wherein an animal attacks, bites or injures a human being or another animal, the owner or custodian of the animal is in violation of this Code of Ordinances and such violation may be charged as a misdemeanor in accordance with Section 1.12.020 or alternatively as an administrative code violation under Chapter 1.13.

C. Any person who violates Section 6.20.060 (Violation of Quarantine) shall be guilty of a misdemeanor.

## **CHAPTER 6.08. ANIMAL PROTECTION AND CONTROL**

### Sections:

- 6.08.010 Animal care.
- 6.08.020 Restraint of animals.
- 6.08.021 Leash-free dog area.
- 6.08.030 Public nuisance.
- 6.08.040 Interference with highways.
- 6.08.050 Animals and fowl at large.
- 6.08.060 Biting animals.
- 6.08.070 Keeping of bees unlawful.
- 6.08.080 Bees--Public nuisance.
- 6.08.090 Disposal of dead animals.
- 6.08.100 Animal waste.
- 6.08.110 Service animals.
- 6.08.120 Abandonment.
- 6.08.130 Police canine units--Protection of.
- 6.08.140 Construction.

#### **6.08.010 Animal care.**

It is unlawful for the owners or persons having custody of any animal to permit, either willfully or through failure to exercise due care or control, any cruel acts upon said animal. Cruel acts are defined as follows:

A. To place, leave or expose, making accessible to animals, any poisonous substance;

B. To have, keep, or harbor any animal which is infected with any dangerous or incurable or painfully disabling condition, except as provided hereinafter. All such diseased or disabled animals with an incurable ailment taken into custody of the city shall be transferred to the Poundmaster for impoundment. This section shall not apply to animals within veterinary hospitals or under the care of a veterinarian, or having been diagnosed with any common, incurable disease where impoundment or quarantine is not recommended by a Doctor of Veterinary Medicine;

C. To fail, refuse or neglect to provide any animal in their charge or custody as owner or otherwise, with food, drink, shade or weatherproof housing facilities, or to carry any animal in or upon any vehicle in a cruel or inhumane manner;

D. To willfully, or maliciously kill, maim, disfigure, tease, torture, beat with a stick, chain, club or other

object, mutilate, burn, scald with any substance, over-drive or otherwise cruelly set upon any animal, except that a reasonable force may be employed to drive off vicious or trespassing animals;

E. To hobble livestock or other animals by means of chains which are composed of tempered or other permanent wire links;

F. To drive or work any animal in a cruel manner when such animal is unfit for such work;

G. To promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest, or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal or person;

H. No person or business shall give away any live vertebrate animal as a prize for, or as an inducement to enter, any contest, game or other competition, or as an inducement to enter a place of amusement or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade;

I. No person shall keep upon any premises, any animals, including any fowl or household pets in a foul, offensive, obnoxious, filthy or unsanitary condition.

#### **6.08.020 Restraint of animals.**

A. Any person owning or having charge, custody, care or control of any animal (except cats) kept or harbored in the city shall confine such animal exclusively upon such owner's premises, except when otherwise properly restrained as hereinafter provided, or unless pursuant to Section 6.08.021 below.

B. No person shall allow or permit any animal (except cats that are spayed or neutered and currently licensed by the City) to run at large, or be pastured, herded, staked, or tied in or on any public alley, street sidewalk, vacant lot, school grounds, or other public place belonging to or under the control of the city or in such a way as to trespass in any manner upon any of the aforesaid public places.

C. No person shall permit any animal (except cats that are spayed or neutered and currently licensed by the City) to be at large or to go or be upon the premises owned or occupied by any other person in the city without said person's consent.

D. All dogs shall be kept under restraint at all times, otherwise they will be classed as running at large.

E. Any animal (except cats that are spayed or neutered and currently licensed by the City) permitted to be at large or trespassing upon private premises or public property in violation of this section shall be deemed prima facie to be under the control of the animal's owner and is declared to be a public nuisance and menace to public health and safety, and shall be seized and impounded as provided in this title.

F. No owners shall fail to exercise proper care and control of their animals, (except cats) to prevent them from becoming a public nuisance. Excessive continuous or untimely barking, or other noise, molesting passersby, chasing vehicles, habitually attacking other domestic animals, trespassing upon private property in such manner as to damage property, shall be deemed a public nuisance.

G. Every female dog or cat in heat shall be confined in a building or secure enclosure in such manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

H. No persons shall keep or permit to be kept on their premises any wild, exotic, or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to a permitted zoological garden, commercial animal establishment, theatrical exhibit or circus as defined in Section 6.04.010, except that no theatrical exhibit or act shall be held in which animals are encouraged to perform through the use of chemical, electrical, or mechanical devices.

I. No person shall keep or permit to be kept any wild animal as a pet.

#### **6.08.021 Leash-free dog area.**

The city of Exeter has created a designated fenced area, located at 136 S.F Street, City of Exeter, where dogs will be allowed to be off leash, notwithstanding the prohibitions contained in Section 6.08.020 and in this Chapter. The following rules and regulations shall apply to the use of said off-leash area by owners and their dogs:

1. Owners are legally responsible for their dog(s) and any injuries caused by their dog(s). Use of the dog area is at owner's risk.
2. No dog(s) under the age of four months shall be allowed in an off-leash dog area.

3. All dogs must have current vaccinations as required in this Code.
4. All dogs must be licensed. All licenses must be on the dogs' collar, and the collar must be on the dog at all times.
5. No dog(s) in heat are allowed within the off-leash dog area.
6. Owners may not have more than three dogs with them in the off-leash dog area at any given time.
7. Dogs shall be escorted to and from the off-leash area on a leash which does not exceed six feet in length.
8. Owners are responsible for the immediate removal of fecal matter deposited in the off-leash area by their dog(s). All feces must be properly disposed of in the receptacles provided within the off-leash area.
9. No aggressive dogs are allowed within the off-leash dog area. A dog displaying aggressive behavior to people or dogs is required to immediately leave the park for that day.
10. No children under the age of ten are allowed in the off-leash dog area. Children ages ten—fourteen must be accompanied by an adult.
11. Sports activities, bicycles, picnics, etc., are not permitted in the off-leash dog area.
12. The city of Exeter Animal Control, Code Enforcer, and Police Officer shall have the right to enter an off-leash dog area and enforce all animal control regulations by the authority given to them under Title 6 the Exeter Municipal Code.
13. Violators of the above-stated rules may be removed from the park and park privileges may be suspended.
14. The city of Exeter reserves the right to close the off-leash dog areas.
15. Dogs shall not be left unattended in the off-leash dog area. Handler must be with the dog(s) at all times.
16. The city of Exeter can make special reservations for events and/activities such as shot clinics and/or agility competitions, etc.

**6.08.030 Public nuisance.**

It is declared a public nuisance for any animal, except cats that are spayed or neutered or currently licensed by the City, to run at large or to be on property other than that of the owner of the animal, without the property owner's consent.

A. Wherever any animal control officer or peace officer finds a public nuisance to exist within the meaning of this chapter, they shall notify the owner of the animal by registered mail that the owner shall either abate said nuisance within ten days or show cause why said nuisance should not be summarily abated.

B. If said nuisance is not abated and no show of cause is made, the animal control officer may then

issue a citation to the owner of the animal or may impound the animal which is creating the nuisance. Any animal so impounded shall be taken to the City Animal Shelter.

C. In lieu of acting under divisions A. or B. above, the Poundmaster may determine that any at large cat that has not been spayed or neutered may be seized by an animal control officer or captured in a humane manner by a private citizen and submitted to the Animal Care Center to be neutered or spayed and vaccinated. After being altered the cat may then be released in the area where it was found at the discretion of the animal control services division operating such a spay/neuter and release program as a means to help control the community cat population. acting under the authority of this section shall be at the discretion of the Poundmaster.

**6.08.040 Interference with highways.**

It is unlawful for the owner of a dog to allow or permit the dog to attack pedestrians, cyclists, vehicles or other users of the public highways.

**6.08.050 Animals and fowl at large.**

In addition to household pets, no person shall allow or permit any other animals or fowl, except cats that are spayed or neutered or currently licensed by the City, to run at large upon any public street or place, or to trespass upon the property of another. This provision shall not be construed as permitting the running at large of any household pets who are restricted by the provisions of this title, or by any law applicable thereto.

**6.08.060 Biting animals.**

It is unlawful for any person to suffer, or permit any dog, cat or other animal owned, harbored or controlled by him, to inflict upon any human being a bite that penetrates the skin while the person bitten is on any public place, or legally upon any private property. The person bitten may request the animal control officer to initiate criminal proceedings against such other person by submitting a signed, written complaint.

**6.08.070 Keeping of bees unlawful.**

It shall be unlawful and a misdemeanor for any individual or entity to bring, have, keep, or maintain, within the city, at any time between the first day of June and the first day of October, in any year, any swarm or swarms, colony or colonies of honeybees.

**6.08.080 Bees--Public nuisance.**

Any swarm or swarms, colony or colonies of honeybees so brought, had, kept or maintained, within the city at any time between the first day of June and the first day of October in any year, shall constitute a public nuisance.

**6.08.090 Disposal of dead animals.**

A. Except as provided in subsection (B) of this section, removal and disposal of dead animals from public property will be done by the animal control officer.

B. Removal and disposal of dead animals from private property within the city limits will be done upon request of the owner, occupant or resident of the property. The fee for this service shall be set by resolution of the city council. The owner or person in charge of any dead animal shall pay the fee. The animal control officer shall not be required to remove and dispose of dead dogs from state highways or from state property or federal property within the city.

C. Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner the animal control officer shall remove and dispose of said carcass immediately. The owner, occupant, or resident of the property shall be billed the applicable fee and the cost of the animal control officer responding to the incident.

**6.08.100 Animal waste.**

The owners of any animal shall be responsible for the removal of any excreta deposited by their animal(s) on public walks, recreation areas, or private property.

**6.08.110 Service animals.**

Notwithstanding any other provision of this chapter, no service animal trained to work or perform tasks for an individual with a disability shall be confined, impounded, or humanely terminated in the absence of evidence that such dog has been exposed to rabies unless the master of such dog:

- A. Fails to keep the dog safely confined to the premises of the master; or
- B. Fails to keep the dog vaccinated against rabies.

**6.08.120 Abandonment.**

It is unlawful for any person to abandon any animal within the city. In addition to any fines imposed by law, any person violating this section shall bear full costs and expenses incurred by the city in the care of said abandoned animal and shall reimburse to the city all said costs set annually by resolution of the City Council.

**6.08.130 Police canine units--Protection of.**

It is unlawful for any person to willfully or maliciously torture, tease, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the city police department, or any other law enforcement agency while engaged in mutual aid assistance to this city, or the designated

handlers of such animals, while any such dog is in the performance of the functions or duties of the police department or other law enforcement agency, or to willfully interfere with or obstruct any such dog while it is being used in the performance of any of the duties or functions of the department or other law enforcement agency.

**6.08.140 Construction.**

No provisions of this chapter shall be construed to prohibit any act made unlawful by any general law of the state of California, but said chapter is intended to be supplemental thereto.

**CHAPTER 6.12. DOGS AND CATS**

Sections:

- 6.12.010 Limitation of number of cats and dogs.
- 6.12.020 Excessive noise.
- 6.12.030 License required.
- 6.12.040 Licensing exceptions.
- 6.12.050 Issuance of license and tag.
- 6.12.060 Licenses--Original license--Time limits.
- 6.12.070 Vaccination requirement for licenser.
- 6.12.080 Term of license.
- 6.12.090 License fees--Dogs or cats.
- 6.12.100 License fee exemption.
- 6.12.110 Delinquent penalties.
- 6.12.120 Extension of time--Dogs or cats too ill to be vaccinated.
- 6.12.130 Replacing lost or stolen tags.
- 6.12.140 License transferable.
- 6.12.150 Affixing license tag.
- 6.12.160 Improper affixing of tags.
- 6.12.170 Removal of tag.
- 6.12.180 Display of tag.
- 6.12.190 Licensing and microchipping impounded animals.
- 6.12.200 Spay/neuter compliance for shelter animals.

**6.12.010 Limitation of number of cats and dogs.**

No person shall keep, harbor or maintain upon his premises within the city more than a total of four cats and/or dogs combined over the age of four months unless said person comes within one of the following conditions:

A. Upon reasonable showing of necessity to the animal control officer, a person may be permitted to keep a fifth cat or dog for a period of time not to exceed thirty (30) days. *This time may be authorized to be extended for a verifiable temporary fostering commitment, at the City's discretion.*

B. A person who had on or before the effective date of the ordinance codified in this title five or more licensed dogs and/or cats in the city shall be required to obtain a yearly kennel permit. Kennel permit requirements are listed in Chapter 6.28 and shall apply whether or not the person is maintaining the kennel for commercial purposes. the kennel permit fee shall be set annually by resolution of the City Council.

C. The permit will be for a calendar year, or any part thereof in which the permit is required, with the permit fee renewal due and payable on January 1st of each year.

D. Effective March 1, 2026 the City will not issue kennel permits to locations that have not previously been issued a kennel permit within the prior three years. This prohibition on new kennel permits shall not apply to kennel permits for commercially operated kennels established after this date in a land use zone that allows such usage under the City Zoning Ordinance and the kennel has complied with all other applicable zoning requirements.

**6.12.020 Excessive noise.**

A. It is unlawful and declared to be a public nuisance for the owner of a dog or other animal to allow it to make loud or disturbing noises without provocation, including, but not limited to, excessive barking, howling, whining, or making any other noise that reasonably disturbs the comfort, quiet, or use of neighboring property, provided that the owner of the animal has been made aware of the disturbance.

B. Violations of this ordinance shall be enforced as follows:

1. The designated animal control officer or other city official or employee, referred to herein as "enforcement officer" may issue a criminal infraction, administrative citation or administrative enforcement order pursuant to the municipal code, or commence any other type of injunctive relief authorized by law if the enforcement officer has determined that a violation of this ordinance has occurred after an investigation. The owner of the animal may appeal any violation by any means permitted by applicable law, such as requesting an administrative appeal hearing if the enforcement officer issued an administrative citation.

2. The following rules shall apply to complaints of excessive noise by animals:

a. Evidence of a violation includes, but is not limited to, personal observations of the enforcement officer, statements of witnesses, recordings of the noise, and admissions by the owner of the animal.

b. The enforcement officer has the discretion to issue a warning in instances where the enforcement officer has determined that a violation is unlikely to occur again, or the owner of the animal has agreed to take steps to mitigate future incidents of loud or excessive noise.

c. Animal Services may suspend the applicable penalty for violation when the owner of the animal, in a written agreement of the city, takes steps to mitigate violations and the owner agrees to prevent additional complaints for specified periods. Any suspension of a penalty shall be in writing, and the penalty shall be reinstated if the mitigation steps are not successful.

#### **6.12.030 License required.**

Every owner of a dog or cat within the incorporated area of the city, shall secure a license from the Poundmaster, or their designated agent, for each such dog or cat over four months of age within the time limits set forth in this chapter. It is unlawful for any owner to fail to secure said license in accordance with the provisions of this chapter.

#### **6.12.040 Licensing exceptions.**

The provisions of this chapter requiring the licensing of dogs and cats shall not apply to the following:

A. A license need not be secured for a dog or cat which is temporarily brought into the incorporated area of the city by a nonresident. If the dog or cat remains in the city for a period longer than thirty (30) days, *unless otherwise excluded from this requirement by the City* it must wear a current license tag from its' place of residence;

B. Dogs or cats brought into the incorporated area of the city exclusively for the purpose of entering the animal in any show or exhibition, and which are actually entered in and kept at such show or exhibition;

C. Dogs or cats on sale in duly licensed pet shops, or commercial animal establishments;

D. Dogs or cats under the ownership, custody, or control of the owner of a commercial animal establishment duly licensed under the provisions of Chapter 6.28, or his duly authorized employee or agent when such dogs or cats are removed from the premises for any reason, shall wear an identification tag attached to their collar, which shall bear the name and address of the licensed operation. A dog or cat bearing such identification shall be treated in all respects as any other dog or cat in the event of its escape and subsequent impoundment.

#### **6.12.050 Issuance of license and tag.**

A. Application for a license required by this chapter shall be filed with the Poundmaster, or their designated agent on a form prescribed by the Poundmaster. Upon payment of the

required fee and upon compliance with the other requirements of this chapter, the Poundmaster shall issue a license. The license form shall contain a brief description of the dog or cat including the name, age, sex, color and breed of the dog or cat, and if the animal is altered or unaltered, and the name and address of the owner. The license shall contain a serial number, the expiration date of the license and such other information as the Poundmaster may determine. The poundmaster shall keep a copy of the license form on file in their office and the license form shall be open to public inspection. With each license issued, the Poundmaster shall also issue a tag made of some durable material. Said tag shall bear the words "City of Exeter," serial number of the license, and such other information as the poundmaster may determine. Tags issued for animals exempted from vaccination under Section 6.12.120 shall bear a distinguishing mark.

B. Any person procuring an animal license without a valid rabies vaccination for reason of redeeming an impounded animal or to clear a citation shall make payment to the Poundmaster of those fees provided in this chapter, as adopted from time to time by resolution of the city council. A rabies vaccination must be obtained for the animal and proof of such vaccination shall be sent to the Poundmaster within thirty (30) days of the purchase of the license before the license tag is issued. If rabies vaccination has not been completed within this period of time, a delinquent penalty shall be paid to the Poundmaster before the license tag is issued and the animal may be subject to impoundment by the Poundmaster until proof of rabies vaccination is provided to the Poundmaster.

#### **6.12.060 Licenses--Original license--Time limits.**

A. An owner of a dog or cat shall secure a license for their dog or cat within thirty (30) days after they acquire ownership of the dog or cat. However, if a dog or cat is less than four months of age when the owner acquires it, the owner shall secure a license for the dog or cat within thirty (30) days after the animal reaches four months of age.

B. Any person who enters the city intending to reside in the city beyond a period of thirty (30) days, and who has brought a dog or cat with them from outside the city, shall secure a license for the dog or cat within thirty (30) days after the person first enters the city.

#### **6.12.070 Vaccination requirement for licenser.**

A. It is unlawful for any person owning, harboring, or having the care, custody or possession of any dog or cat over the age of four (4) months to keep or maintain such animal in any place in the city, or except as provided in by state or local law, unless such dog or cat has been vaccinated as provided herein.

B. The Poundmaster shall not issue a license for a dog or cat unless the owner of the dog or cat presents for filing a certificate signed by a veterinarian showing that said dog or cat has been vaccinated against rabies which indicates that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty-six (36) months. Animals will be considered to be properly vaccinated for the purposes of Section 121690,

California Health and Safety Code, when injected at three months of age or older with a rabies vaccine approved by the California Department of Health. Animals over one year of age that have had a previous vaccine, may be vaccinated for thirty-six (36) months.

C. The vaccination shall be performed by a duly licensed veterinarian, and after vaccinating any dog or cat owned by a resident of Exeter, shall sign a certificate in triplicate containing the following information:

1. The type of vaccination used;
2. The date of the vaccination;
3. The breed, age, color and sex of the vaccinated dog or cat;
4. The manufacturer and serial number of the vaccine used;
5. The name and address of the owner of the dog or cat;
6. Name of the animal;
7. If spayed or neutered and the date.

D. The veterinarian shall immediately present two copies of the original vaccination certificate, containing two copies, to the owner of the dog or cat, and shall deliver within thirty (30) days, the third copy to the Poundmaster.

#### **6.12.080 Term of license.**

Dog and cat licenses shall be issued on each succeeding anniversary date of the original license. A license shall expire one year from the date of issue, except when the performance of the rabies vaccination expires prior to that date. A new license anniversary date will begin upon renewal of the rabies vaccination.

#### **6.12.090 License fees--Dogs or cats.**

The Poundmaster shall collect a fee for dog and cat licensing.

A. This subsection applies only to dogs or cats which have not been spayed or neutered.

1. The annual license fee for each dog or cat so described in subsection (A) of this section shall be set by resolution of the city council on an annual basis in an amount to be recommended by the Poundmaster.

2. The owner of an unaltered dog or cat will have the option of paying the altered license fee if they place a deposit for the estimated cost of spaying or neutering with the Poundmaster at the time they obtain a license. This deposit shall be forfeited if the operation is not performed within thirty (30) days unless an extension of time is granted by the Poundmaster.

B. This subsection applies only to dogs or cats which have been spayed or neutered, or which are unable to bear or produce offspring for physical or medical reasons.

1. A certificate from a licensed veterinarian that the dog or cat comes within one of the provisions in subsection (B) of this section shall accompany the license form along with the fees set forth in this section.

2. The annual license fee for each dog or cat so described in subsection (B) of this section shall be set by resolution of the city council on an annual basis in an amount to be recommended by the Poundmaster.

#### **6.12.100 License fee exemption.**

A. Any other provision of this chapter notwithstanding, no charge shall be made for licenses issued for the following:

1. Dogs trained to aide blind, deaf or disabled;
2. Dogs used by any governmental agency for the purpose of law enforcement;
3. All dogs raised and/or trained for the above purposes.

B. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the Poundmaster.

#### **6.12.110 Delinquent penalties.**

In addition to any fees described in this chapter, the Poundmaster shall collect a delinquent penalty in an amount set by resolution of the city council on an annual basis to be recommended by the Poundmaster, under the following circumstances:

- A. A license is not renewed within thirty (30) days of the expiration date;
- B. Puppies or kittens are not licensed within thirty (30) days after reaching four months of age;
- C. Any dog or cat brought into this city, except those temporarily located in the city as described in Section 6.12.040, which is not licensed within thirty (30) days;
- D. A person acquiring possession of a dog or cat over four months of age does not license it within thirty (30) days of taking possession.

#### **6.12.120 Extension of time--Dogs or cats too ill to be vaccinated.**

A. If a dog or cat is too ill to be vaccinated against rabies at the time that the time limits set forth in Sections 6.12.050 or 6.12.060 expire, then the date for securing the dog or cat license is extended until thirty (30) days after the date on which the animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the animal license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a

veterinarian setting forth facts which show that the dog or cat comes within the provisions of this section.

B. The Poundmaster shall not license any dog or cat if the owner presents a certificate from a licensed veterinarian, issued within the preceding sixty (60) days, stating that in their opinion, the rabies vaccination would be likely to seriously injure the dog or cat. Any dog or cat so excepted from rabies vaccination shall be restricted to the house or enclosed property of the owner or person in possession of the animal except when held under control or restraint by such person. Any violation thereof by the owner or person in possession of such dog or cat is unlawful.

**6.12.130 Replacing lost or stolen tags.**

Whenever a tag issued for the then current year has been stolen or lost, the owner of the animal for which the tag was issued may, upon the payment of a fee in an amount which shall be set by resolution of the city council, obtain a replacement tag for the animal. Fees for replacement tags shall be set on an annual basis upon recommended by the Poundmaster.

**6.12.140 License transferable.**

The license and tag issued pursuant to this chapter may be transferred when the ownership of the dog or cat is transferred. The new owner or the previous owner of the dog or cat shall notify the Poundmaster in writing of the change in ownership of the dog or cat, and the name and address of the new owner. If such written notice is not given, the Poundmaster shall send all required notices concerning said dog or cat to the person whose name and address are on file with the Poundmaster.

**6.12.150 Affixing license tag.**

A current license tag issued pursuant to this chapter shall be securely fastened to a collar or harness which must be worn at all times.

**6.12.160 Improper affixing of tags.**

It is unlawful for any person to attach a license tag required by this chapter to the collar of any animal except the animal for which it was issued.

**6.12.170 Removal of tag.**

It is unlawful for any person to remove from a dog or cat, without authority from the owner, and except in cases of medical emergency involving that animal, any collar, harness, or other device to which is attached a license tag or to remove such tag therefrom.

#### **6.12.180 Display of tag.**

It is unlawful for any person to refuse to show the Poundmaster, any animal control officer, or any peace officer, on request, the license certificate and the tag for any dog or cat kept or remaining within their home or upon any enclosed premises under their immediate control.

#### **6.12.190 Licensing and microchipping impounded animals.**

A. The Poundmaster shall not release an unlicensed animal to its owner or sell an unlicensed animal to any person who resides in the city, unless the owner or purchaser, respectively, secures the required license, and pays any fees and penalties required. The Poundmaster shall not release an animal from the Animal Care Center that is not microchipped to its owner or transfer ownership of an animal to any person until a microchip has been implanted in the animal. The owner of the animal is solely responsible for all costs associated with microchip implantation.

B. The Poundmaster shall not release to the owner or purchaser any dog whose license has been revoked after a hearing pursuant to Section 6.16.010 to 6.16.090, except in those instances when the hearing officer has determined the bite, attack, or injury was the result of improper or negligent training, handling, or maintenance, and the owner of the dog is in compliance with the conditions required by the hearing officer.

#### **6.12.200 Spay/neuter compliance for shelter animals.**

A. A spay or neuter deposit will be required upon the purchase of any unaltered dog or cat from the City Animal Care Center pursuant to Food and Agriculture Code 30503. Said fee shall be deposited by City into a fund to provide low cost spay or neuter surgery of future shelter animals. The fee shall be refunded if the owner provides proof the animal was altered within thirty (30) business days from the date the animal is redeemed or adopted or as otherwise allowed below in subsection (B), otherwise the fee becomes non-refundable.

B. Any dog or cat, over four (4) months of age, that is redeemed or adopted from the City Animal Care Center shall be spayed or neutered prior to release from the facility. For animals less than four months old, they shall be required to be spayed or neutered within thirty (30) days of reaching four months of age. An extension of time to perform surgery may be granted by the Poundmaster if a veterinarian provides a medical determination that the surgery cannot be performed as scheduled and must be postponed.

### **CHAPTER 6.16. DANGEROUS OR VICIOUS ANIMALS**

Sections:

6.16.010 Purpose.

6.16.020 Keeping dangerous/vicious animals prohibited.

- 6.16.030 Procedure to determine if an animal is dangerous/vicious and impound notice.
- 6.16.040 Conduct of hearing.
- 6.16.050 Hearing decision.
- 6.16.060 Disposition of a dangerous/vicious animal.
- 6.16.070 Finding of improper or negligent training, handling or maintenance.
- 6.16.080 Violations for maintaining a dangerous/vicious animal.

**6.16.010 Purpose.**

This chapter is adopted and enforced as a local program for the control of potentially dangerous or vicious dogs as authorized by California Food and Agriculture Code, Section 31683.

**6.16.020 Keeping dangerous/vicious animals prohibited.**

It is unlawful for a person to keep a dangerous/vicious animal as the term is defined in Section 6.04.010. Any animal which has been found to be dangerous or vicious pursuant to the ordinance code of the city, or of this county, or any other county or city pursuant to any state statute, shall be presumed to be dangerous or vicious.

**6.16.030 Procedure to determine if an animal is dangerous/vicious and impound notice.**

A. The animal control officer may determine an animal to be dangerous or vicious whenever the animal control officer has received evidence that the animal has attacked in an aggressive manner, bitten, or caused injury to any human or caused the death or serious injury of a domestic animal. Animal control officers shall consider the circumstances of the attack, bite, or injury, before determining whether an animal is dangerous or vicious. The investigating officer may determine that an animal is not dangerous or vicious if the animal was provoked prior to causing an injury or the circumstances indicate the animal was not acting in an aggressive manner when the injury occurred. If a person is injured or an animal is seriously injured or killed by an animal that was at large at the time of the incident the animal control officer may presume the animal that caused the injury is dangerous or vicious. Upon such declaration, the animal control officer shall have the authority to impound the animal pursuant to Chapter 6.24. If the owner or person responsible for the animal is known when it is impounded, then Animal Services shall provide the notice described in subsection (B) below either before or after the animal is impounded. Notice may be sent by mail, personally delivered, or posted at the owner's residence. For the terms of this section the term "Serious injury" includes but is not limited to any physical injury caused by an animal attack that results in any of the following: puncture wounds; broken bones; loss of blood; or lacerations.

B. If the owner of the animal declared to be dangerous or vicious pursuant to subsection (A) is not known when the animal is impounded but the animal is wearing a license tag or

microchip, the animal control officer shall notify the licensed owner within two (2) business days of impoundment that the animal has been declared dangerous or vicious. Notice to the owner may be sent by mail, personally delivered, or posted at the owner's residence. At the time of impoundment of an unlicensed dog declared to be dangerous or vicious under this Section, if Animal Services knows who the owner of the dog is and the address of the owner, then Animal Services shall provide the owner the same notice to the owner with all of the items stated below. The notice shall also include the following:

1. A statement of the facts upon which the declaration was based;
2. Notification that the owner has a right to an administrative hearing to review the animal control officer's determination pursuant to Section 6.16.050;
3. Notification that, unless a request for an appeal before the hearing officer is received within ten (10) business days of impoundment, the animal will be disposed of in a humane manner; and
4. A copy of the text of Municipal Code Chapter 6.16 and Chapter 6.24. No such notice is required if the animal is not wearing a license tag. The notice, if required by this section, shall be delivered to the animal's owner personally or posted in a conspicuous location at the owner's known address or the address provided in the license application.

C. The owner of an animal declared to be dangerous or vicious pursuant to subsection (A) and impounded pursuant to Section 6.24.030 may, within ten (10) business days of impoundment, request a hearing by the hearing officer to review the animal control officer's determination that the animal is dangerous or vicious, and pay the applicable hearing fee and advance deposit set by Resolution of the City Council, for the purposes of covering the administrative hearing costs and care and maintenance of the dog pending and during the hearing process. If no hearing is requested within this time period, then the Poundmaster will destroy the animal in a humane manner.

D. When the owner of the animal requests a hearing, and pays the applicable hearing fee and deposit, the animal control officer shall consult with the hearing officer, set a date and time for such a hearing, and send a notice thereof by regular mail at least five (5) business days before such date to the owner at the address set forth on his or her request. The owner seeking the hearing may request to have the hearing date rescheduled if they are not available at the scheduled date. The hearing may be rescheduled once or more at the discretion of the hearing officer. Requests must be made prior to the date of the hearing and will not be accepted unless the owner also pays the City's costs of maintaining the animal at the applicable rate set by City Council from the impoundment date to the rescheduled date of the hearing at the time the request to reschedule the hearing is made.

E. Although advance deposit of fees may be deferred upon a showing of serious financial hardship at the time of filing the appeal the payment of all applicable fees and animal care and maintenance costs during impoundment will be required after the hearing if the determination by Animal Services is not reversed, and/or as set forth in Section 6.16.050.

#### **6.16.040 Conduct of hearing.**

A. The hearing shall be conducted before a hearing officer. Animal Services shall send notice of this hearing to any victims bitten, attacked or injured by the animal, and to any known witnesses of such bite, attack, or injury.

B. The hearing shall be open to the public and shall be recorded by audio or through a shorthand reporter, at the hearing officer's option. The owner may be represented by a representative of their choosing. The hearing officer shall hear all pertinent evidence offered by all interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based wholly on hearsay evidence. The owner and the Animal Services representative shall each have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues at the hearing even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify, to rebut the evidence against him or her. If the owner does not testify on his or her behalf, he or she may be called and examined as if under cross-examination, except where criminal charges are pending against the owner or if it is possible that such charges may be brought against the owner. All persons testifying may be recorded, either through audio recorder or through a shorthand reporter, at the hearing officer's option, and persons so testifying shall be informed of such recording. The hearing officer shall keep a log of the testimony and documentary evidence received during the hearing. Copies of all documentary evidence submitted to the hearing officer shall be retained by Animal Services until all appeal periods have elapsed.

C. Any animal which, while at large, has attacked, bitten, or caused injury to a human being or caused a serious injury or the death of another animal or has been declared dangerous or vicious by the animal control officer after an investigation into an incident, is presumed to be dangerous or vicious and the burden is on the owner to present evidence that the animal is not dangerous or vicious.

D. In making a determination that an animal is or is not dangerous or vicious, evidence of the following shall be considered (not in any specific order of preference):

1. Any previous history of the animal attacking, biting or causing injury to a human being or other animal; however, the lack of any such history shall not be the sole grounds for a determination that the animal is not dangerous or vicious;
2. The nature and extent of injuries inflicted, and the number of victims involved;
3. The place where the bite, attack or injury occurred;
4. The presence or absence of any provocation for the bite, attack or injury;
5. The extent to which property has been damaged or destroyed;
6. Whether the animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting;
7. Whether the animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or other animals;

8. Whether the animal can be effectively trained to change its temperament or behavior;
9. The manner in which the animal has been maintained by its owner or custodian;
10. Any other relevant evidence concerning the maintenance of the animal, including but not limited to evidence that animal's license had been revoked on a prior occasion or the owner was required to partake in training pursuant to Section 6.16.070, or meet other obligations concerning previous findings of negligent training, handling, or maintenance; and
11. Any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the animal is permitted to remain in the city.

E. This section is an administrative hearing procedure established by the City under California Food and Agriculture Code section 31621. Any and all hearings held pursuant to this chapter of the Municipal Code shall be a hearing held pursuant to Section 31621.

**6.16.050 Hearing decision.**

A. At the conclusion of the hearing, the hearing officer may determine:

1. That the animal is not a dangerous or vicious animal and should be returned to its owner. Upon such finding the hearing officer has discretion to determine whether the applicable impound and appeal fees should be waived if the hearing officer determines that the animal should not have been impounded at the time of the incident. The hearing officer may order that the fees shall be required to be paid as a condition of the animal being returned if the hearing officer determines the circumstances of the incident supported the conclusion by the animal control officer that the animal was dangerous or vicious when it was impounded.

2. That the evidence presented at the hearing is insufficient to determine that the animal is or is not dangerous or vicious, but there is sufficient evidence to determine that the attack, bite or injury was the result of improper or negligent training, handling or maintenance and that the license should be revoked and a provisional license be issued while the owner and dog undertake training and educational requirements pursuant to the provisions of Section 6.16.070.

3. That the animal is a dangerous or vicious animal and it should be humanely destroyed no sooner than the tenth (10th) business day following the mailing of notice of the hearing officer's decision, pursuant to Section 6.16.060(C).

B. The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by regular mail at the address appearing on the request for hearing. A copy of the decision shall be mailed to the animal control officer. If the decision concludes that the animal is dangerous or vicious, the decision shall include the following notification:

“This decision is final. The animal's owner may seek judicial review of this decision by filing an appeal with the Tulare County Superior Court, pursuant to Municipal Code Section 6.16.050(C) and California Food and Agriculture Code section 31622. If you file such an action,

you must also notify City Animal Services in writing by serving notice of your appeal by personal service during regular business hours or by First Class Mail, postage prepaid, at:

City of Exeter Animal Services, 100 N. C Street, P.O. Box 237, Exeter, CA 93221

An appeal must be filed within five (5) days after your receipt of this decision. If no such petition is filed and timely service is not made of an appeal within ten (10) business days of the date this decision is mailed to you, City of Exeter Animal Services will order the destruction of the animal in a humane manner.”

C. The decision of the hearing officer shall be considered the final decision. Either the City or the animal's owner may seek judicial review of the hearing officer's decision by filing an appeal with the Tulare County Superior Court, pursuant to the applicable provisions of California Food and Agriculture Code section 31622. The party seeking judicial review is responsible for the costs of preparing the administrative record.

#### **6.16.060 Disposition of a dangerous/vicious animal.**

A. It is unlawful for any person to own, possess, harbor or keep any animal declared to be dangerous or vicious.

B. Any animal declared to be dangerous or vicious, if not already impounded, shall be immediately surrendered to the animal control officer, failure to surrender an animal that has been declared dangerous or vicious, is a separate violation of this code, and it is the duty of the animal control officer to take up and impound any such animal.

C. Any animal declared to be dangerous or vicious shall be humanely destroyed. The animal control officer shall sign an order authorizing the destruction of the animal immediately upon occurrence of any of the following:

1. Expiration of ten (10) business days from the date of impoundment without receipt by the animal control officer of a request for appeal pursuant to Section 6.16.030(C);
2. Expiration of ten (10) business days from the mailing of a hearing officer's decision that the animal is dangerous pursuant to Section 6.16.050(A)(3), unless the owner has filed an action with the county superior court seeking judicial review pursuant to Section 6.16.050(C);
3. Expiration of ten (10) business days following the entry of an order by the Tulare County Superior Court upholding the decision of a hearing officer that the animal is dangerous or vicious.

#### **6.16.070 Finding of improper or negligent training, handling or maintenance.**

If it is determined by the hearing officer that the animal is not dangerous or vicious, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance, then the following conditions will be enforced:

A. Training will be required of the owner and the animal, and the hearing officer, in consultation with the animal control officer, shall set a probationary period and shall set the

terms and conditions of the training and other tasks to be completed by the owner during such period;

B. The current license will be revoked, and a “provisional” dog license will be issued during the probationary period;

C. After submission of evidence to the animal control officer of successful completion of the probationary period, the dog shall be issued a current city dog license.

D. Any violation of the probation terms set forth by the hearing officer will result in immediate impoundment. Within ten (10) business days of such impoundment, the animal control officer shall set a hearing with the hearing officer for the purpose of making a new determination whether the animal is dangerous or vicious and shall notify the animal's owner of such hearing. All of the evidence of the previous hearing or hearings as well as new evidence regarding the violation of the probation terms shall be considered by the hearing officer. The hearing shall be conducted in the manner specified in Section 6.16.040. At the conclusion of the hearing, the hearing officer may either establish new provisional license requirements or determine that the animal is dangerous or vicious.

#### **6.16.080 Violations for maintaining a dangerous/vicious animal.**

The owner or custodian of an animal is deemed responsible for the acts committed by that animal when the owner or custodian fails to comply with legal requirements for keeping the animal secure and under control. In any case wherein an animal attacks, bites or injures a human being or another animal, then the owner or custodian of the animal is in violation of this Code and such violation may be charged as a misdemeanor in accordance with Section 1.12.020 or alternatively as an administrative code violation under Chapter 1.13.

### **CHAPTER 6.20. RABIES**

Sections:

6.20.010 Application of chapter.

6.20.020 Animal showing signs of rabies.

6.20.030 Isolation of rabid animals and clinically suspected rabid animals.

6.20.040 Animals biting persons.

6.20.050 Animals in contact with rabid animals.

6.20.060 Violation of quarantine.

**6.20.010 Application of chapter.**

This chapter shall be subject to provisions of Sections 121575-121710 of the Health and Safety Code of the State of California dealing with rabies control as those statutes presently exist or are later modified. The municipal code shall only be enforced to the extent it is not preempted by state law.

**6.20.020 Animal showing signs of rabies.**

Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner that would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the Tulare County health officer. Said person shall thereafter allow the health officer or their representative to make an inspection or examination of said animal.

**6.20.030 Isolation of rabid animals and clinically suspected rabid animals.**

The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a pound, veterinary hospital, or other adequate facility in a manner approved by the health officer, and said animal shall not be killed or released from confinement for at least ten days after the onset of symptoms suggestive of rabies and until the health officer gives written authorization for the release of the animal, with the exception that such animal may be sacrificed with the permission of the health officer for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

**6.20.040 Animals biting persons.**

Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the county health officer and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the county health officer, the owner shall quarantine the animal for the period of time specified in Section 2606 of Title 17 of the California Administrative Code with regard to rabies areas, and shall allow the health officer or his representative to make inspections and examinations of the animal from time to time during such period. The county health officer shall quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the county health officer shall place the animal in quarantine in a veterinary hospital or the Animal Care Center, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the health officer, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the health officer may prescribe. Said animal shall be kept in

quarantine until the health officer gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be sacrificed with the permission of the health officer for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

**6.20.050 Animals in contact with rabid animals.**

Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the health officer, for a period of six months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: If the dog or cat has been vaccinated against rabies within three years but not less than thirty (30) days with a rabies vaccine approved by the California Department of Health, or within one year but not less than thirty (30) days with an approved rabies vaccine, as those types of vaccines are defined in Section 2606 et seq., of Title 17 of the Code of Regulations, the dog or cat may be revaccinated in a manner approved by the health officer and quarantined in a place and manner approved by the health officer for a period of thirty (30) days. The provisions of Section 6.20.010 concerning quarantine shall also apply to the quarantine of animals pursuant to this section.

**6.20.060 Violation of quarantine.**

When any animal is quarantined by the county health officer, it is unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the health officer, concealing it from the health officer, or disobeying any of the quarantine restrictions which have been imposed by the health officer.

**CHAPTER 6.22. TRAP-NEUTER-RETURN (TNR) PROGRAM FOR FERAL AND COMMUNITY CATS**

Sections:

6.22.010 Purpose.

6.22.020 Definitions.

6.22.030 Program Authorization.

6.22.040 Trapping and Handling.

6.22.050 Exemptions from Abandonment and Licensing Laws.

6.22.060 Caretaker Responsibilities.

6.22.070 Enforcement and Nuisance Control.

6.22.080 No Interference.

**6.22.010 Purpose.**

The City of Exeter recognizes that unmanaged feral cat populations pose public health, environmental, and nuisance concerns. The City supports the humane reduction of these populations through a Trap-Neuter-Return (TNR) program, in partnership with animal care professionals and the community.

**6.22.020 Definitions.**

- A. Feral Cat: A free-roaming cat that is not socialized to humans and typically lives outdoors without direct human supervision.
- B. Community Cat: A feral or free-roaming cat that may or may not be cared for by one or more residents in a neighborhood.
- C. TNR Program: A program in which feral or community cats are humanely trapped, sterilized, vaccinated, ear-tipped for identification, and returned to the location from which they were captured.
- D. Caretaker: A person or group who provides regular food, water, or shelter to a community cat but does not necessarily claim ownership.
- E. Ear-Tipping: The removal of the distal one-quarter of a cat's left ear while under anesthesia, used to indicate sterilization and vaccination.

**6.22.030 Program Authorization.**

A. The City of Exeter authorizes the implementation of a TNR program to humanely manage feral and community cat populations. The program may be administered directly by the City or through an agreement with an animal control provider, other municipality, or nonprofit rescue organization.

B. Any person may participate in the TNR program provided they do so in accordance with this chapter and any rules issued by the administering agency.

**6.22.040 Trapping and Handling.**

A. Feral or community cats may be trapped using humane live traps only.

B. Trapping shall only occur for the purposes of sterilization, vaccination, or relocation if medically necessary.

C. Cats shall be returned to the original location unless the site is deemed unsafe or unsuitable by the animal control provider or veterinarian.

**6.22.050 Exemptions from Abandonment and Licensing Laws.**

Cats that are ear-tipped and returned to the community as part of an approved TNR program shall not be considered abandoned or subject to licensing requirements under this Title.

**6.22.060 Caretaker Responsibilities.**

A. While not considered the legal owner, a caretaker who intentionally provides food or shelter to community cats is encouraged to:

1. Cooperate with sterilization efforts;
2. Ensure feeding does not attract vermin or create a public nuisance;
3. Avoid feeding during daytime hours in high-traffic areas.

B. Caretakers shall not be subject to fines or penalties for maintaining community cats in compliance with this chapter.

**6.22.070 Enforcement and Nuisance Control.**

A. Nothing in this chapter prohibits the City or its authorized agents from addressing situations where feral cats create verified public health hazards, destroy property, or pose a risk to wildlife.

B. In cases where nuisance complaints arise, the City may attempt mitigation with the caretaker or trap and relocate the animals if necessary.

**6.22.080 No Interference.**

It shall be unlawful for any person to knowingly:

- A. Harm or kill an ear-tipped community cat participating in a TNR program;
- B. Remove an ear-tipped cat from its location without authorization;
- C. Release an unsterilized feral cat not part of an approved TNR program.

**CHAPTER 6.24. IMPOUNDMENT.**

Sections:

- 6.24.010 Impounding dogs without tags.
- 6.24.020 Impounding dogs with tags.
- 6.24.030 Impounding biting or attacking animals.

- 6.24.040 Violation of quarantine.
- 6.24.050 Notice to owner of impounded licensed animal.
- 6.24.060 Redemption of impounded animals.
- 6.24.070 Fees for impounding and keeping animals.
- 6.24.080 Adoption or destruction of impounded animals wearing tags.
- 6.24.090 Adoption or destruction of impounded animals not wearing tags.
- 6.24.100 Sale of impounded animals--Receipts.
- 6.24.110 Duty of Poundmaster to accept stray and/or abandoned dogs and cats.
- 6.24.120 Dogs and cats at large--Private property.
- 6.24.130 Delivery of dogs and cats to Poundmaster by private persons.
- 6.24.140 Care of animals while impounded.

**6.24.010 Impounding dogs without tags.**

The Poundmaster, any animal control officer, and any peace officer, shall impound dogs which are not wearing the license or tag required by Section 6.12.050 and which are found running at large within the incorporated area of the city. When such a dog is impounded, it shall be delivered to the Poundmaster. All such dogs shall be impounded in the Animal Care Center.

**6.24.020 Impounding dogs with tags.**

The Poundmaster, any animal control officer, and any peace officer, shall impound dogs which are wearing the required license tag and which are found running at large within the incorporated area of the city, if the officer is unable to locate or notify the owner prior to impoundment of the dog. When such a dog is impounded, it shall be delivered to the Poundmaster. All such dogs shall be impounded in the Animal Care Center.

**6.24.030 Impounding biting or attacking animals.**

A. The Poundmaster, any animal control officer, and any peace officer, shall have the power to summarily and immediately impound a dog or other animal determined to be dangerous or vicious as stated in Chapter 6.16. The Poundmaster may enter and inspect private property to enforce the provisions of this section, provided such entry or inspection is conducted in a manner consistent with state and federal constitutional provisions. It is unlawful for any person to fail to surrender to the Poundmaster, any animal control officer, or any peace officer, upon demand, a dog or other animal which is being impounded pursuant to this section.

B. Any dog or other animal impounded pursuant to this section may be permanently identified by the Poundmaster by means of photo identification and license number prior to release from impound or confinement.

C. The animal control officer and the owner of the animal impounded pursuant to this section, in addition to complying with this chapter and Chapter 6.16 shall also observe the provisions of Chapter 6.20 (pertaining to quarantine of animals suspected of being rabid).

**6.24.040 Violation of quarantine.**

It is unlawful for any person to suffer or permit any dog, cat, animal or household pet owned, harbored or controlled by them to violate any written quarantine notice. Any person who violates such written notice shall be guilty of a misdemeanor.

**6.24.050 Notice to owner of impounded licensed animal.**

Within two (2) business days after an animal which is wearing a license tag is impounded under this chapter, the Poundmaster shall mail a notice of the impounding to the owner at the address shown on the application for the license which is on file with the Poundmaster, and advise the owner of the procedure whereby he or she may apply to regain custody of the animal. The owner of an animal declared vicious or dangerous pursuant to Section 6.16.030 shall be notified pursuant to the provisions of Chapter 6.16.

**6.24.060 Redemption of impounded animals.**

A. The owner of any animal impounded, other than pursuant to Section 6.24.030 and Chapter 6.16, may, except as otherwise provided by law, redeem the animal at any time prior to its transfer, adoption, or destruction, and must do so in compliance with subsection (C) below.

B. The owner of any animal impounded pursuant to Section 6.24.030 may only redeem the animal in compliance with. However, all applicable impound fees shall be applied and must be resolved in order for the animal to be redeemed.

C. A person desiring to redeem an animal shall deliver to the Poundmaster an application for redemption and a statement in a form prescribed by the Poundmaster which shall contain a description of the animal to be redeemed, the name and address of the claimant, and the statement that he or she is the owner of the animal to be redeemed. If the Poundmaster determines that the animal may be redeemed pursuant to Subsection (A) or (B) above, the Poundmaster shall issue to such person a written statement containing the name and address of the claimant, a description of the animal redeemed, the date on which the animal was impounded, and the accrued impound-related fees in accordance with Section 6.24.070, and said statement shall serve as a certificate of redemption and receipt for the fees paid. License and microchip requirements shall also apply prior to redemption. Unlicensed animals must be licensed prior to redemption, and a microchip must be implanted (at owner expense) if the animal was not already microchipped from all animals redeemed from the Animal Care Center.

**6.24.070 Fees for impounding and keeping animals.**

The owner of an animal which has been impounded shall pay to the Poundmaster an impounding fee as set by resolution of the city council.

**6.24.080 Adoption or destruction of impounded animals wearing tags.**

A. Unless an animal wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held pending a hearing pursuant to Chapter 6.16, it may be made available for adoption by a member of the public by the Poundmaster or killed by the Poundmaster in a humane manner. No animal which has been declared a dangerous animal pursuant to Chapter 6.16 shall be made available for adoption pursuant to this section unless after an appeal the animal is determined not to be dangerous or vicious.

B. If the owner of an animal gives permission in writing to do so, the animal may be made available for adoption or destroyed at any time after it is delivered to the animal shelter, provided that no animal held pursuant to Chapter 6.16 shall be made available for adoption even with the permission of the owner.

**6.24.090 Adoption or destruction of impounded animals not wearing tags.**

A. Unless an animal which is not wearing a license tag has been redeemed within four (4) business days after being impounded or unless it is being held pending a hearing pursuant to Chapter 6.16, it may be made available for adoption to the public or killed in a humane manner. But no animal which has been declared a dangerous animal pursuant to Chapter 6.16 shall be made available for adoption pursuant to this section nor shall any dog, cat or other animal which has been impounded pursuant to Section 6.16 and subsequently found not dangerous but improperly trained, handled or maintained be made available for adoption except to a person who is willing to properly train, handle and maintain the dog, cat or other animal, as determined by the Poundmaster.

B. If the owner of an animal gives permission in writing to do so, the animal may be made available for adoption or destroyed in accordance with subsection (A) of this section at any time after it is delivered to the animal shelter, provided that no animal held pursuant to Chapter 6.16 shall be made available for adoption sold even with the permission of the owner.

**6.24.100 Adoption of impounded animals -Receipts.**

When a dog, cat or other animal is adopted by a member of the public pursuant to the provisions of this chapter, the Poundmaster shall deliver to the new owner of said dog, cat or other animal, a statement in writing containing a description of the animal, the date of adoption. All adoptions shall convey a good and valid title to the purchaser, and the previous owner of the animal shall thereafter be barred from all rights to recover said animal.

**6.24.110 Duty of Poundmaster to accept stray and/or abandoned dogs and cats.**

It shall be the duty of the Poundmaster to receive and impound from the public all dogs, and cats (unless subject to the program specified under Chapter 6.22), believed to be stray and/or abandoned by their owners, located within the city.

**6.24.120 Dogs and cats at large--Private property.**

Any dog or cat found at large on any private property in the city may be taken up by the owner or possessor of the property and delivered to the poundmaster.

**6.24.130 Delivery of dogs and cats to Poundmaster by private persons.**

Every person taking up any dog or cat under the provisions of this title and every person finding any lost, stray or abandoned dog or cat shall within twenty-four (24) hours thereafter, give notice thereof to the Poundmaster and every such person in whose custody such dog or cat may, in the meantime be placed, may surrender such animal to the Poundmaster without fee or charge.

**6.24.140 Care of animals while impounded.**

The Poundmaster shall provide all animals in its custody with proper food and water, and shall give them all necessary care and attention. The Poundmaster shall consider a fee at the time an impounded animal is redeemed by its owner or person having custody, or may charge these fees at such time an unclaimed animal is rescued or adopted.

**CHAPTER 6.28. COMMERCIAL ANIMAL ESTABLISHMENTS.**

Sections:

6.28.010 Commercial animal establishments.

6.28.020 Permit requirements.

6.28.030 Kennel permit.

6.28.040 Breeder permit.

6.28.050 Breeder advertising.

6.28.060 Reporting of dog/cat records.

**6.28.010 Commercial animal establishments.**

A. It is unlawful for any person, firm, corporation, or association to erect, establish, maintain any commercial animal establishment or pet shop without first obtaining a business license from the city and that business license may not be issued until after inspection and approval of the conditions of the commercial animal establishment by the Poundmaster according to the requirements of this Chapter. Such business license shall be issued pursuant to city licensing regulations; however, the Poundmaster may suspend it at any time an inspection reveals a violation of the provisions of this chapter.

B. Every person within the city who owns, conducts, manages, or operates any commercial animal establishment for which a city business license or special use permit is required shall comply with each of the following conditions:

1. Housing facilities shall be structurally sound and shall be maintained in good repair to protect animals from injury and restrict entrance of other animals;

2. All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition;

3. All animals shall be supplied with sufficient good and wholesome food and water as often as the feeding habits of the respective animals require;

4. Animal buildings and enclosures shall be constructed and maintained so as to prevent escape of animals;

5. All reasonable precautions shall be taken to protect the public from the animals and animals from the public;

6. Every building or enclosure wherein animals are maintained shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required according to the physical needs of the animals;

7. All animal rooms, cages, and runs shall be of sufficient size to provide adequate and proper housing for animals kept therein;

8. All animal runs shall be of concrete and provided with adequate drainage into an approved sewer or individual sewer disposal installation;

9. All animals shall be taken to a licensed veterinarian for an examination and treatment if so ordered by the animal control officer;

10. Every violation of applicable regulation shall be corrected within reasonable time to be specified by the animal control officer;

11. Commercial animal establishments shall comply with all other applicable City codes and ordinances;

12. All commercial animal establishments may be inspected from time to time by an animal control officer to investigate any complaints of violations of the provisions of this chapter.

C. Failure of the applicant for said license or special use permit to comply with any one of the foregoing conditions shall be deemed just cause for the denial of any business license, whether

original or renewal and/or the issuance of a citation for violations pursuant to provisions of this chapter.

**6.28.020 Permit requirements.**

A. Application for all kennel or breeder permits pursuant to this chapter shall be filed with the Poundmaster on a form prescribed by the pound-master. Fees charged for these permits shall be set annually by resolution of city council as recommended by the Poundmaster. The kennel and breeder permits shall be issued for the calendar year or any part thereof and are effective from January 1st of each year and expire on December 31st of that same year. The full amount of the permit fee shall be paid even though the permit is issued for only a portion of a permit year. Renewal and payment of the permit is due and payable on January 1st of each year. The Poundmaster shall collect a delinquent penalty in an amount equal to the amount as established for license penalties.

B. The failure to obtain the appropriate permit is punishable as an infraction as set forth herein.

C. Any or all of the permits within this code may be immediately suspended for any violations of the conditions for commercial animal establishments pursuant to Section 6.28.010.

**6.28.030 Kennel permit.**

A. It is unlawful for any person(s) to own, maintain, or harbor, any more than a total of four dogs and/or cats combined within the city limits without first obtaining a kennel permit (or breeder permit for animals less than four months in age) from the Poundmaster. The issuance of the permit shall be at the discretion of the Poundmaster who shall take into consideration the manner in which the animals are housed, sanitation and noise factors, as well as animal control regulations. The kennel permit may also require the payment of a separate kennel permit fee at the rate set by City Council. Kennel permits shall contain the same requirements as commercial establishments for the health and safety of animals and the general public.

B. Effective March 1, 2026 the City of Exeter will not issue kennel permits to locations that have not previously been issued a kennel permit within the prior three years. This prohibition on new kennel permits shall not apply to kennel permits for commercially operated kennels established after this date in a land use zone that allows such usage under the City of Exeter Zoning Ordinance and the kennel has complied with all other applicable zoning requirements.

**6.28.040 Breeder permit.**

A. It is unlawful for any person to breed more than one litter of dogs and/or cats in one year for sale or profit or to advertise for the sale/adoption of such animals without first obtaining a breeder permit.

B. The fees for a breeder permit shall be set by resolution of the city council and must be submitted to the Poundmaster for the breeding of dogs or cats that produce one or more litters in a year, as well as advertising for the sale of dogs and cats within the city limits. Breeding permit requirements are as follows:

1. No offspring can be sold/adopted until eight weeks of age;
2. No offspring can be sold/adopted until vaccinated against common diseases;
3. The breeder permit holder must display the permit number when advertising the animals for sale/adoption.

#### **6.28.050 Breeder advertising.**

It is unlawful for any person to advertise for the sale/adoption of a litter of dogs or cats in the city without including in the advertisement a city breeder permit number. A litter shall be defined as two or more offspring from the same female dog or cat.

#### **6.28.060 Reporting of dog/cat records.**

Every commercial animal establishment holder of a breeder permit, holder of a kennel permit and others who sell/adopt animals for consideration must keep permanent records of all dogs/cats sold/adopted and forward such information on a monthly basis to the Poundmaster for licensing and confirmation of rabies vaccination.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 4. Potential Conflicts.** All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Exeter Code of Ordinances, are hereby expressly superseded by this ordinance.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

**SECTION 6. Certification.** The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

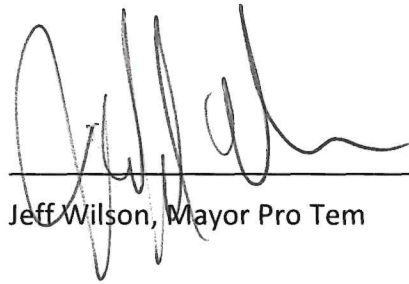
The foregoing ordinance was passed and adopted by the City Council of the City of Exeter on a motion of Council Member WILSON and seconded by Council Member ALVES at a regular meeting held on January 13<sup>th</sup>, 2026 by the following vote:

AYES: WILSON, ALVES, RIDDLE, LENTZ

NOES: 0

ABSTAIN: 0

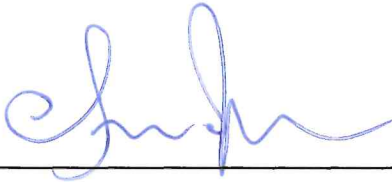
ABSENT: JOHNSON



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Jeff Wilson, Mayor Pro Tem

ATTEST:



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Francesca Quintana, City Clerk

**RESOLUTION NO. 2026-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER UPDATING THE CITY'S FEE SCHEDULE TO ESTABLISH ANIMAL CONTROL-RELATED FEES**

WHEREAS, the City Council adopted Ordinance No. 717 updating Title 6 (Animals) of the Exeter Municipal Code; and

WHEREAS, the City of Exeter contracts with the City of Visalia for animal control and sheltering services pursuant to the Animal Control Services Agreement effective January 1, 2024; and

WHEREAS, the City Council desires to establish and align animal control-related fees to ensure appropriate cost recovery and consistency with contracted service rates; and

WHEREAS, the City Council conducted a duly noticed public hearing on February 24, 2026, to consider adoption of these fees;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Exeter does hereby adopt the updated animal control-related fees as set forth in Exhibit A attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that these fees shall become effective 30 days after adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Exeter this 24<sup>th</sup> day of February 2026 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Jacob Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Francesca Quintana, City Clerk

## EXHIBIT A

Fee Category	Fee
Dog License – Altered	\$19
Dog License – Unaltered	\$90
Animal Impound - 1 <sup>st</sup> impoundment	\$38
Animal Impound – 2 <sup>nd</sup> impoundment	\$65
Animal Impound – 3 <sup>rd</sup> impoundment	\$110
Civil Penalty – 1 <sup>st</sup> Impound	\$35
Civil Penalty – 2 <sup>nd</sup> Impound	\$50
Civil Penalty – 3 <sup>rd</sup> Impound	\$100
Daily Boarding Fee (after 7-day hold)	\$20 per day
After-Hours Emergency Pickup	\$200 per incident
Euthanasia Fee (per animal)	\$73
Cremation Fee (per animal)	\$100
DOA Disposal Fee	\$61
Owner Surrender Fee	\$79
Kennel Permit (less than 10 animals)	\$103
Breeder Permit (less than 2 litters/year)	\$328
Illegal Breeding (no permit, per litter)	\$1,000
Illegal Breeding (no permit, more than 2 litters)	\$1,000
Dangerous/Vicious Animal Hearing	Based on actual staff cost
Chemical Immobilization	\$65
Rabies Lab Services	\$127
Special Event Animal Control Staffing	\$250/4 hours



## Agenda Item Staff Report

**Agenda Item Number:**

**I.2.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Consider Partnership with the Exeter Chamber of Commerce in the 2026 Summer Concert Series and Sponsorship Contribution in the Amount of \$1,500, as Requested by the Chamber of Commerce.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommends that the City Council consider City partnering and sponsorship support for the 2026 KJUG Summer Concert Series as requested by the Exeter Chamber of Commerce.

**Background & Summary:**

The Exeter Chamber of Commerce has requested to partner with the City of Exeter for the annual KJUG Summer Concert Series, which is scheduled for June 10, 2026, at the Exeter Memorial Building. The Exeter Chamber of Commerce sponsored the 2025 KJUG Summer Concert held at the Exeter Memorial Building. The event attracted attendance from the Exeter and surrounding cities with an estimated attendance of over 400 people. The Police Department had a presence at the event and no issues were reported.

The total sponsorship cost of the 2026 concert event is \$3,000, and the Chamber of Commerce is requesting a contribution from the City in the amount of \$1,500 to support the event.

The Exeter Chamber of Commerce has reserved the Exeter Memorial Building for the concert, and the plans to work with Bueno Beverages to provide a beer garden as part of the event experience.

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.

**Fiscal Impact:**

If the City Council chooses to provide sponsorship support, the fiscal impact would be a one-time contribution in the amount of \$1,500, to be funded from the approved FY2025.26 General Fund budget line 104.404.050.000.

**Prior City Council Actions:**

City Council has previously partnered with the Exeter Chamber of Commerce on Summer Concert Series events in past years.

**Attachments:**

- Exeter Chamber of Commerce Request
- 2026 KJUG Summer Concert Series Support Sponsor Form

**Recommended motion to be made by the City Council:**

I move to:

- *Approve* the Exeter Chamber of Commerce request for City participation and a sponsorship contribution in the amount of \$1,500 for the 2026 Summer Concert Series event on June 10, 2026 **or**
- *Deny* the Exeter Chamber of Commerce request for City participation and a sponsorship contribution in the amount of \$1,500 for the 2026 Summer Concert Series event on June 10, 2026 **or**
- *Provide alternative direction to staff*

Hi Jason –

The summer concert series is set for June 10<sup>th</sup>. We would love to partner with the City on this event again. The price is \$3,000 so the ask to the City is \$1,500.

We have the memorial building reserved and will be working with bueno beverages again for a beer garden.

Can we get on the agenda for the February 24<sup>th</sup> meeting?

**Sunny Regards,**

**Erica J. Pine**



**Verissimo & Pine CPAs**

455 East Maple Street

Exeter, CA 93221

559-592-5390

559-592-1095 (Fax)

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# 2026 KJUG SUMMER CONCERT SERIES Support Sponsor

We are back and ready to kick off the 2026 season with our full line up of shows. The Free Summer Concert series attracts Country Music Fans from all over the South Valley. It's an opportunity to see your favorite new country artist in an up-close concert venue. There is a total of 5 concerts for the Summer with 1 in Porterville at the Centennial Park, 1 in Hanford at the Civic Park, and 1 in Exeter Tulare 1 and 1 in Woodlake. Some of the past featured artists have been Lady Antebellum, Justin Moore, Cole Swindle, Scotty McCreery, & Brett Eldredge.

As a Support Sponsor of KJUG's Annual Summer Concert Series, you will receive the following per series:

**NAME ASSOCIATION:**

- Affiliation with this highly successful radio promotion
- Affiliation with KJUG, one of the most recognized Country Stations in the US.

**ADVERTISING:**

**Radio**

- Name recognition in a minimum of 50 Shared Live and Recorded promotional announcements per show, 150 per Series
- 60X M-Sun 6a-12m :30 or :60 second commercials per series (*commercials to be scheduled within window of selected series*)

**Print**

- Logo displayed on posters
- Logo on side stage banners

**Online**

- Logo on event Landing Page
- Name recognition in a minimum of 50 Shared Live and Recorded streaming promotional announcements per show, 150 per Series
- 60X M-Sun 6a-12m :60 commercials per series streaming (*schedule to mirror radio flight*)

**Hospitality**

- 10x10 booth site opportunity
- Rights to sample product and distribute coupons on-site.
- First option to sponsor the 2024 Summer Concert Series (guaranteed until 02/01/2024).

**Summer Concert Series Net Investment:**

Exeter 3000

(Payable 6 weeks prior to start of chosen series-additional \$1000 per series for category exclusivity-All 3 series receive category

Agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_

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

Series: \_\_\_\_\_



## Agenda Item Staff Report

**Agenda Item Number:**

**I.3.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Consider Adoption of Resolution No. 2026-07, A Resolution of the City Council of the City of Exeter, Authorizing the City Administrator to Apply for Transportation and Parks Grant Funding Opportunities.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**Department Recommendation:**

Staff recommends that the City Council adopt Resolution 2026-07 authorizing the City Administrator to submit grant applications, and all required supporting documentation, for upcoming funding opportunities to support transportation, parks, and public infrastructure improvements in Exeter.

**Summary:**

Staff is requesting City Council authorization to apply for upcoming transportation, parks, and public infrastructure funding opportunities that support pedestrian safety, active transportation, and recreational facility improvements.

These funding opportunities include, but are not limited to, the Active Transportation Program (ATP) Cycle 8 and the Statewide Park Development and Community Revitalization Program, both of which provide competitive grant funding for transportation infrastructure and park projects, respectively, throughout California.

**Background:**

The City actively pursues funding opportunities to support infrastructure, public safety, and quality of life improvements. Most federal, state, and regional funding programs require formal City Council authorization prior to application submittal. The proposed grant applications align

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

    J.R.

with the City's goals of improving pedestrian safety, expanding recreational opportunities, and investing in community infrastructure. Grant applications will seek funding for projects that align with community priorities and existing City of Exeter planning documents.

The City anticipates pursuing the following upcoming grant opportunities:

**1. Active Transportation Program (ATP) Cycle 8**

**Application Due Date:** 6/22/2026

The Active Transportation Program encourages increased use of active modes of transportation such as walking and bicycling while improving public safety.

**Proposed Project:**

- Sidewalk and crossing improvements
- Safe Routes to School improvements along the State Route 65 corridor

**Project Benefits:**

- Improves pedestrian safety for students and families
- Encourages walking and biking
- Reduces traffic conflicts near schools
- Supports public health

**2. Statewide Parks Program Application**

**Estimated Application Due Date:** September 2026 (*Subject to Change*)

The Statewide Parks Program creates new parks and recreational opportunities in underserved communities throughout California.

**Proposed Projects:**

- Renovation of City Park
- Renovation of Dobson Field

**Project Benefits:**

- Improves existing recreational facilities
- Expands access to safe outdoor recreation
- Enhances community gathering spaces

**Fiscal Impact:**

There is no immediate impact on the General Fund associated with submitting grant applications. If grants are awarded, staff will return to Council for acceptance of funds and budget amendments, if required.

Any matching fund requirements will be identified during the application process and presented to Council for consideration.

**Prior City Council Actions:**

None associated with this action.

**Attachments:**

- Resolution No. 2026-07

**Recommended motion to be made by the City Council:**

I move to approve Resolution 2026-07 authorizing the City Administrator to submit grant applications, and all required supporting documentation, for upcoming funding opportunities that support public infrastructure, transportation safety, and park improvements in Exeter.

## **RESOLUTION NO. 2026-07**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER AUTHORIZING SUBMITTAL OF GRANT APPLICATIONS FOR TRANSPORTATION, PARK, AND INFRASTRUCTURE IMPROVEMENTS FUNDING OPPORTUNITIES**

*WHEREAS*, the City Council of the City of Exeter is committed to improving public infrastructure, transportation safety, and recreational opportunities for residents; and

*WHEREAS*, the City of Exeter has previously adopted the City of Exeter Complete Streets with ADA Compliance and Active Transportation Safety Enhancement Plan, and the City Council desires to implement high-priority projects identified therein to improve multimodal safety and connectivity;

*WHEREAS*, there are Federal, State, and regional funding programs that provide competitive and non-competitive funding opportunities for local agencies to improve public infrastructure, transportation safety, and recreational opportunities; and

*WHEREAS*, Federal, State, and regional funding programs, including but not limited to ATP Cycle 8 and the Statewide Park Development and Community Revitalization Program, often require formal authorization to apply from the governing body and a commitment to the “timely use” of funds; and

*WHEREAS*, the City Council desires to streamline the application process to ensure the City of Exeter remains competitive for time-sensitive funding cycles.

*NOW, THEREFORE, BE IT RESOLVED*, that the City Council of the City of Exeter does hereby:

1. Authorize the City Administrator to prepare and submit grant applications for transportation, parks, and infrastructure funding opportunities, including the execution of all required certifications, assurances, and supporting documentation;
2. Authorize the City Administrator to act as the lead signatory for environmental determinations, including the filing of CEQA/NEPA exemptions or documents required as part of the grant application process;
3. Commit to the "Timely Use" of Funds and the long-term maintenance and operation of any facilities or park improvements funded through these grant programs for their useful life;
4. Direct staff to return to the City Council for the formal acceptance of any awarded funds and for the approval of any necessary budget amendments.

*PASSED AND ADOPTED* by the City Council of the City of Exeter on the 24<sup>th</sup> day of February 2026 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Jacob Johnson, Mayor

ATTEST:

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Francesca Quintana, City Clerk



## Agenda Item Staff Report

**Agenda Item Number:**

**I.4.**

**Meeting Date:**

February 24, 2026

**Wording for Agenda:**

Consider Continued Membership in League of California Cities.

**Submitting Department:**

Administration

**Contact Name:**

Jason Ridenour, City Administrator

**For action by:**

City Council

**Regular Session:**

Consent Calendar

Regular Item

Public Hearing

**Review:**

City Administrator  
(Initials Required)

J.R

**Department Recommendation:**

Staff recommend that the City Council consider the City of Exeter's membership in the League of California Cities (Cal Cities).

**Background/Summary:**

The League of California Cities (Cal Cities) is a statewide association founded in 1898, with the mission to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians. Cal Cities Membership consists of 473 of the 483 incorporated cities in California, organized across 16 regional divisions, including a South San Joaquin Valley Division, that the City of Exeter is currently a member.

The City of Exeter recently received an annual membership invoice from Cal Cities for 2026. The cost for annual membership is based on population and is comprised of a statewide membership fee and a fee for the local division. The statewide membership fee for 2026 is \$7,153 and the South San Joaquin Valley membership fee is \$178.83, for a total of \$7,331.83. The City has been a member of Cal Cities since prior to 1988 and has participated at different levels throughout the years. In 2025, Mayor Pro Tem Wilson and Council Member Vicki Riddle and staff attended the Annual Conference. Council Member Vicki Riddle is also a Policy Committee Member.

Cal Cities has seven policy committees comprised of city officials from across the state that advocate for legislation and policies.

#### Cal Cities Policy Committee List

- Community Services
- Environmental Quality
- Governance, Transparency, and Labor Relations
- Housing, Community, and Economic Development
- Public Safety
- Revenue and Taxation
- Transportation, Communication, and Public Works

The committees review bills or regulatory proposals on issues that Cal Cities does not have existing policy, or for which Cal Cities staff feel a policy discussion needs to occur for greater clarity or background on an issue. Cal Cities will lobby legislation, funding proposals, or regulatory changes where existing policy provides clear direction. The committee's actions or positions are a recommendation to Cal Cities Board of Directors for a formal position. Council Member Riddle is a member of the Housing, Community, and Economic Development Committee, and was previously a member of the Governance Transparency and Labor Relations Committee as well as a member of the Environmental Quality Committee.

In addition to policy committees and legislative advocacy, Cal Cities provides additional services and programs focused on training and education for elected officials and staff. The training and educational component has historically been offered through conferences, seminars, and webinars. The City of Exeter has participated in Cal Cities educational opportunities such as the City Clerk New Law and Elections Seminar, City Managers Conference, as well as various webinars.

In 2025, the City expended a total of \$13,424.01 participating in the Cal Cities, including membership dues and attendance at the Cal Cities Annual Conference as well as the New Laws and Elections Seminar. If the City does not continue its membership with Cal Cities the City will need to vacate any positions on policy committees. The City will be able to participate in training webinars and statewide conferences at an additional cost, but non-members are not able to attend roundtable meetings. The registration cost to attend statewide conferences for non-member agencies is \$1,000 more than for members and the cost to register for webinars is an additional \$150 for each registrant. The majority of Webinars are offered free to members and roundtable meeting are also free to members.

#### **Fiscal Impact:**

The annual 2026 membership dues for the League of California Cities total \$7,331.83, consisting of \$7,153.00 for statewide membership and \$178.83 for the South San Joaquin Valley Division. Sufficient funding exists within the FY 2025-2026 budget to accommodate the 2026 membership cost.

**Prior City Council Actions:**

None associated with this action.

**Attachments:**

- 2025 League of California Cities Annual Report
- 2026 League of California Cities Invoice Memorandum
- 2026 League of California Cities SSSVD Invoice
- 2026 League of California Cities Invoice

**Recommended motion to be made by the City Council:**

I move to:

- *Approve* continued membership in the League of California Cities for 2026 and authorize payment of the annual membership dues in the amount of \$7,331.83.  
***or***
- *Discontinue* the City of Exeter's membership in the League of California Cities effective 2026 and direct staff to notify the League accordingly.

# Annual Report

## 2025

Navigating Change  
Powering Progress



# Message from the Executive Director and CEO Carolyn Coleman



Recovering from devastating wildfires. Balancing budgets in the face of economic uncertainty. Countering misinformation and polarization. Dealing with immigration enforcement efforts. Harnessing technology that is rapidly changing city operations. Driving solutions to the housing and homelessness crisis.

This year has tested the resolve and strength of our communities and our city leaders. As local leaders, you faced these challenges with courage, resilience, and passion for your cities.

And Cal Cities, the organization created by you, has been with you every step of the way. Together, we're navigating the changing political, social, and economic realities to power your progress and uplift your communities.

With over 98% of California cities as members, Cal Cities is the only organization that can genuinely say that it represents California cities.

Our success lies in the fact that we deliver results that benefit cities: funding, legislation, resources, legal clarity, and opportunities to learn from and lean on each other.

Our collective achievements would not have been possible without all of you, the 2024-25 Cal Cities Officers and Board members, and the dynamic Cal Cities staff.

I am honored to present the 2025 Annual Report, which captures all we accomplished together this year. I am excited for what the future holds.

A handwritten signature in black ink that reads "Carolyn M. Coleman". The signature is fluid and cursive, with the first name being the most prominent.

Carolyn M. Coleman  
Executive Director and CEO  
League of California Cities

# The Cal Cities 2024-25 Board of Directors



## Mission

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

## Vision

To be recognized and respected as the leading advocate for the common interests of California’s cities.

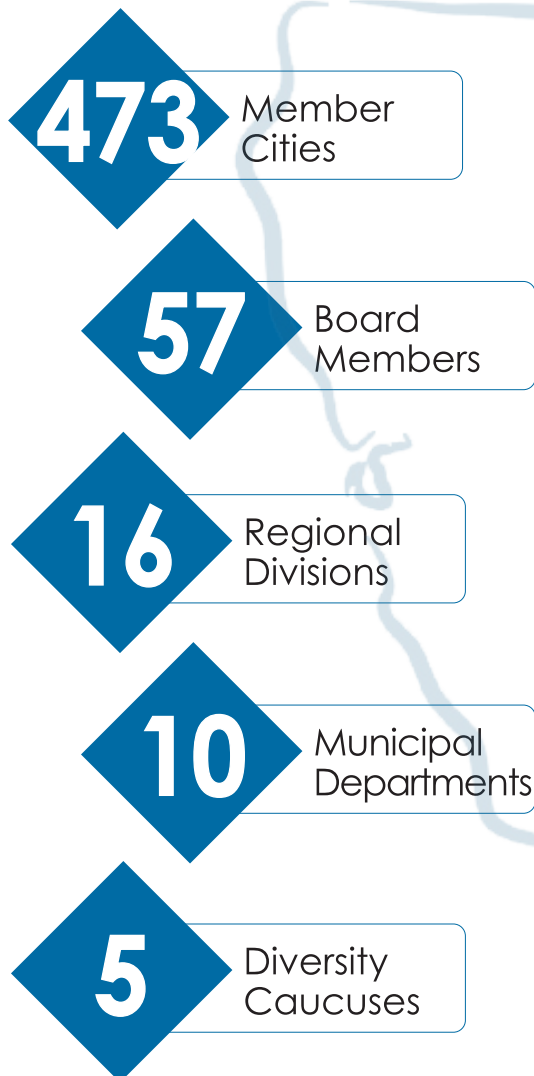


Cal Cities is a beacon for collaboration and advocacy. Our unity is our strength. When we speak with one voice — on housing, public safety, infrastructure, fiscal stability, or climate resilience — we amplify the needs of our residents and the hopes of our communities.

*Lynne Kennedy, Rancho Cucamonga Mayor Pro Tem and Cal Cities Board President*

# Who we are

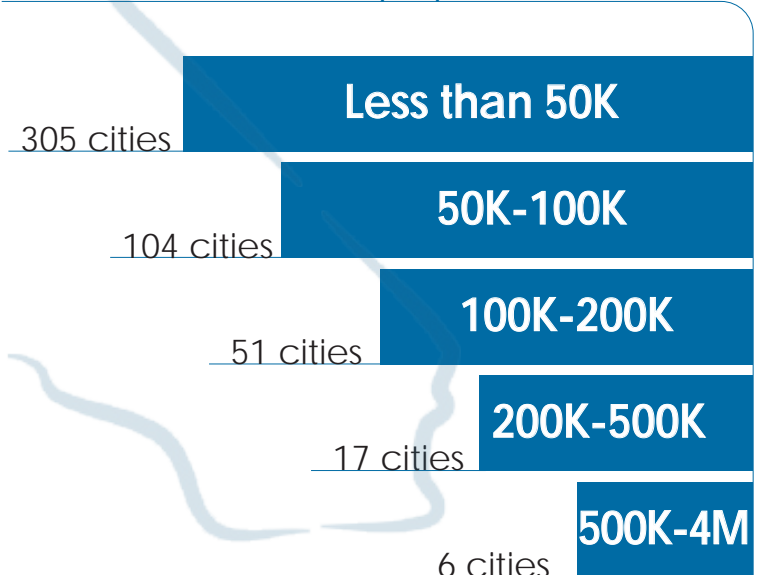
Cal Cities is a member-informed organization powered by the voices of city officials. Together, we elevate Cal Cities as the leading voice for California cities.



## We serve thousands of city officials and staff...

- Mayors and Council Members
- City Managers
- City Attorneys
- City Clerks
- Fire Chiefs
- Fiscal Officers
- Human Resources Directors
- Planning Commissioners
- Police Chiefs
- Public Works Officers

## ...and cities of ALL population sizes.



# Mobilizing members to power advocacy

Cal Cities is a powerhouse, member-driven organization that advances the interests of cities in the Legislature, in the courts, and at the ballot box. Grassroots mobilization through our public affairs team is key to advancing those efforts.



State and federal courts play an increasingly outsized role in shaping the laws that affect cities, and city voices are integral to our efforts to further cities' collective legal interests. Over the last year, Cal Cities filed 30 amicus briefs and letters in support of cities in state and federal courts.

In the Legislature, Cal Cities sponsored 15 bills — the most in recent history! Eight of those bills made it to the Governor's desk, and six were signed into law.

City officials traveled from every corner of the state to testify in Sacramento. Cities sent over 1,300 letters to the Capitol. Regional divisions hosted forums with lawmakers to highlight how legislation would impact their communities and led lobby days that shaped the outcomes of legislative debates.

All of this helped us advance legislation that will serve communities throughout California and stop bills that would harm our cities.

“ Local government plays an essential role in shaping the day-to-day lives of Californians. Through Cal Cities, we are able to elevate the legal issues cities are facing, contribute to statewide policy, and help shape effective, practical solutions. I'm grateful for the chance to support that work and strengthen the legal tools that help cities protect and serve their communities.

*Heather Ferbert, San Diego City Attorney*

# Legislative highlights

## Local Revenues

In a time of significant state and national fiscal uncertainty, we must fight more than ever to protect local revenues. This year, we sponsored a bill that would crack down on illegal short-term rentals and enable cities to capture the millions of tax dollars left uncollected each year. Deep-pocketed corporations pushed back with a robust disinformation campaign, but ultimately, SB 346 (Durazo) sailed through the Legislature with bipartisan support before being signed into law.

## Homelessness

Cal Cities has long urged state leaders to provide ongoing, reliable homelessness funding. But in June, the state zeroed out the biggest homeless prevention grant program for the fiscal year and set aside half of the normal amount in the next budget. Cal Cities fought back to prevent any interruption in services, despite the significant funding cuts. We also forced changes to SB 634 (Perez), which threatened cities' ability to address encampments. After overwhelming opposition from nearly 100 cities, the measure was significantly amended to address our concerns.



## Housing

Over 180 cities joined Cal Cities in the fight against SB 79 (Wiener), a measure that gives transit agencies unprecedented land use authority while disregarding local zoning and state-certified housing elements. The groundswell of opposition resulted in the bill being amended 13 times, significantly narrowing its impact before becoming law. Cal Cities also channeled long-simmering frustrations from city officials about the timeliness, consistency, and fairness of the state's housing element approval process and sponsored AB 650 (Papan). The common-sense bill would have made it easier for cities to plan for homes faster and more effectively. Although it received unanimous bipartisan support, the Governor vetoed it based on cost concerns.

## Climate change

The climate crisis is affecting cities' core functions: infrastructure, public safety, and housing. To respond to these impacts, cities need resources and a strong partnership with the state. This year, Cal Cities and a broad coalition secured an extension of the Cap-and-Trade program, which invests millions of dollars into communities to help meet the state's climate goals. Cal Cities fought to ensure that the program continues to fund city priorities and includes specific funding for affordable housing and wildfire resilience.



## Other legislative achievements

Recent changes to state licensing requirements were stalling city efforts to commission murals. Cal Cities sprang into action and built a coalition with city officials and artists to secure much-needed reform. The new law, SB 456 (Ashby), provides a narrow exemption to state licensing requirements, making it easier for cities to commission local artists and uplift their communities.

“ The political heft of the League of California Cities has helped push the reform agenda forward this session.”

*Columnist Teri Sforza, writing for the Orange County Register*

## Recovery housing reforms bring transparency and accountability



For a decade, cities have struggled with the lack of accountability and transparency over recovery housing facilities. Despite efforts by Cal Cities, the Legislature refused to act — until recently. Thanks in part to strong engagement from Orange County Division city officials, Cal Cities successfully pushed through two new laws, AB 492 (Valencia) and AB 424 (Davies), that will bring much-needed oversight to recovery housing facilities. City leaders traveled to the Capitol to testify in favor of the Cal Cities-sponsored bills and joined Cal Cities for a press conference alongside lawmakers calling for reforms.

# City officials connecting and learning together



The Cal Cities Annual Conference and Expo had its highest attendance in 20 years, as over 2,300 city officials, partners, sponsors, and vendors came together for three days to explore solutions to city issues, learn from each other, and celebrate achievements.

Five of Cal Cities' department conferences sold out in 2025, a strong indicator of just how much city officials value coming together with colleagues from throughout the state.

The City Leaders Summit saw a record number of city officials come together in Sacramento. Cal Cities led delegations of city officials to meet with all 120 legislative offices, celebrated

California Cities Week, and held a rally and press event on the Capitol lawn calling attention to city priorities in the state budget. City officials also explored local solutions to statewide problems through educational sessions.



“As a young, Latina/AAPI, woman who started as a councilmember and now, mayor, and being the first in many aspects, I was met with empowerment by Cal Cities. It empowers elected officials to advocate and share their experiences to create better cities and a stronger voice at the state level.

*Rachel Hernandez, Riverbank Mayor*

“ The diversity caucuses strengthen Cal Cities' role as the leading advocate for city interests. The caucuses provide crucial support for Cal Cities members from our state's diverse demographic groups and make meaningful connections with historically underrepresented communities throughout California.

*Jeffrey Koji Maloney, Alhambra Vice Mayor*

## Cal Cities builds community

Cal Cities serves as a convener — meeting officials where they are and connecting them to resources and, more importantly, each other. This year, more than 15,000 city officials participated in a Cal Cities conference, webinar, division event, or roundtable to share ideas, hear from experts, and learn from each other.

Cal Cities' five diversity caucuses and 10 municipal departments also bring together city leaders to advance shared solutions and connect with peers who share similar concerns. This year, diversity caucuses sponsored several panels at Cal Cities' conferences, as well as virtual and in-person events on a wide range of issues to help educate city officials. In addition, thousands of city officials participated in member-driven department and issue-based roundtables, providing members with a safe space to learn from their peers on issues as diverse as wildfire preparedness, Brown Act reforms, federal immigration enforcement efforts, and supporting groups impacted by hate crimes.

New this year, Cal Cities launched the Veterans and Military City Officials member group. These local leaders have dynamic perspectives, shaped by their service to our country. This dedicated group is another Cal Cities opportunity for members to connect and collaborate.



February 24, 2026 Regular Meeting of the Exeter City Council Agenda Packet

# CCLI celebrates 20 years!



Cal Cities' California Civic Leadership Institute celebrated its 20th anniversary in 2025, marking two decades of helping local government officials prepare for the state Legislature.

Established in 2005, CCLI helps ready local leaders for state-wide campaigns, strengthens Cal Cities' relationships with future legislators, and builds connections among California's political leaders.

An impressive list of 54 alumni went on to serve in higher office:

- U.S. Senator Alex Padilla
- California Attorney General Rob Bonta
- California State Treasurer Fiona Ma
- California State Superintendent of Public Education Tony Thurmond
- 14 California Assembly Members
- 11 California Senate Members
- Two California Congressional Members

# Cal Cities elevates city voices to influence statewide conversations



As the nation's media landscape becomes more fractured, local officials and city issues must be at the forefront of conversations between lawmakers, the media, and the public. That's why in 2025, Cal Cities made a concerted effort to strengthen relationships with the media and increase its online visibility.

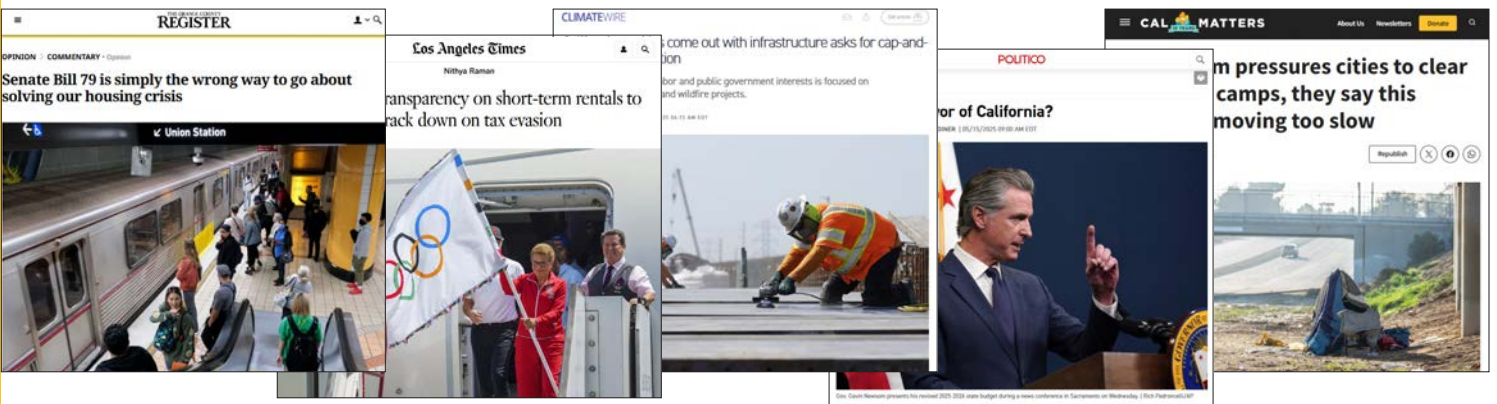
As a result, Cal Cities and the voices of cities were featured in several regional publications and prominent national and statewide

media outlets, including the *Associated Press*, *CalMatters*, *Los Angeles Times*, *Politico*, and *San Francisco Chronicle*.

Strong media coverage helped get one major measure across the finish line and significantly altered another one. Cal Cities worked with an LA city official to place an op-ed urging lawmakers to pass SB 346 (Durazo), a bill that makes it easier for cities to enforce short-term rental ordinances and receive transient occupancy taxes. It also

“ Cal Cities empowers local leaders to turn challenges into opportunities for communities across California. As a city manager, I've seen how Cal Cities amplifies our collective voice and delivers results. Together, we're shaping a stronger, more inclusive California.

*LaTanya Bellow, Emeryville City Manager and Cal Cities Board Member*





“ At the end of the day, local government is where the rubber really meets the road... Local government is where government is connected to the people, and celebrating the work of our cities that are tackling the big issues, from housing to homelessness to climate change, is so important.

*Assembly Member Nick Schultz*

worked with two other city officials to pen an op-ed urging caution when ceding local land use authority. Although the Governor signed SB 79 into law, he did so only after bruising committee fights and dozens of rounds of changes.

Also central to Cal Cities’ advocacy wins is #LocalWorks, which highlights how cities are meeting today’s challenges head-on. These 26 stories appeared in *Western City* magazine and *Cal Cities Advocate* — the weekly newsletter — as well as in advocacy materials to lawmakers. When the state says cities aren’t doing enough, we say, “Yes, we are: Here’s how.”

At no time during the year was our visibility higher than during California Cities Week in April, when hundreds of city officials converged on the Capitol. Lawmakers heard from city officials and recognized the many ways California’s diverse cities make life better for all.



“ We are grateful to Cal Cities for its steadfast commitment to protecting local control and amplifying the voices of smaller cities. Cal Cities empowers Paramount and other cities to shape policies that reflect our local needs while working together to strengthen the foundation of local governance statewide.

*Peggy Lemons, Paramount Mayor*

# The Cal Cities team

Supported by a staff of over 70, Cal Cities is the leading advocate and premier educational resource for California cities and their leaders.



## The Cal Cities Board of Directors

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**John Minto**, Mayor, Santee, San Diego County Division  
**Eric Nelson**, Planning Commissioner, Dana Point, Planning and Community Development Department  
**Ida Obeso-Martinez**, Mayor Pro Tem, Imperial, Imperial County Division  
**Ian Oglesby**, Mayor, Seaside, African American Caucus  
**Jaime Patino**, Council Member, Union City, At-Large  
**Randall Putz**, Council Member, Big Bear Lake, Desert Mountain Division  
**Ana Maria Quintana**, Council Member, Bell, At-Large  
**Roberta Raper**, Dir of Finance & Technology, West Sacramento, Fiscal Officers Department  
**Dana Reed**, Mayor Pro Tem, Indian Wells, Riverside County Division  
**Rex Richardson**, Mayor, Long Beach, Large City  
**David Sander**, Council Member, Rancho Cordova, NLC  
**Cindy Silva**, Council Member, Walnut Creek, At-Large  
**Jeff Smith**, Police Chief, Pismo Beach, Police Chiefs Department  
**Erica A. Stewart**, Mayor, San Luis Obispo, Channel Counties Division  
**Ali Sajjad Taj**, Mayor, Artesia, At-Large  
**John Taylor**, Council Member, San Juan Capistrano, Orange County Division  
**Kuldip Thusu**, Council Member, Dinuba, South San Joaquin Valley Division  
**Tyler Williamson**, Mayor, Monterey, LGBTQ Caucus



January 9, 2026

## MEMORANDUM

To: City Managers and City Clerks  
From: League of California Cities CEO/Executive Director Carolyn Coleman  
Subject: 2026 League of California Cities Membership Dues Invoice

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Thank you for your city's membership in Cal Cities. We achieved so much together in 2025 by partnering to ensure the strength and resiliency of our diverse cities in the face of our state's difficult economic times. We know your city's financial resources are not unlimited, and we greatly value your city's contribution to ensuring California city leaders and cities are strong today and tomorrow.

### Achieving Strong Results

Accompanying your city's 2026 membership dues invoice is the League of California Cities 2025 Annual Report. Together, we proactively advocated for resources and drove policies that were member-informed and grounded in the voices and experiences of cities.

The value and benefits your city gains from belonging to Cal Cities make supporting Cal Cities a wise investment. A customized "Return on Investment" report for your city is also enclosed. This report summarizes the significant financial benefits your city receives as a direct result of Cal Cities' advocacy. As you can see, the value of your participation in Cal Cities is many multiples of the annual dues payment. Equally important, the value of membership provides elected and appointed city officials in your city the ability to engage in meaningful policy discussions, pertinent educational workshops and relevant networking opportunities.

### Advancing the Mission

Today, as in 1898 when California cities first came together to protect their common interests, Cal Cities serves as the leading voice for cities across California. Working in concert with 473 member cities, partners, and coalition supporters, protecting and expanding local decision-making through advocacy and education remains the cornerstone of Cal Cities activities.

In 2025, Cal Cities sponsored 15 bills in the State Legislature, the most in recent history; six were signed into law, delivering favorable action for cities on **short-term rentals, recovery housing, metal theft, and public murals**. Cal Cities led a coalition to ensure **Cap and Trade dollars** remained available to fund city priorities and effectively lobbied to significantly narrow the local impacts of **SB 79 (Wiener)** prior to its passage. We overcame well-funded opposition to help ensure passage of a bill that improves cities' ability to capture millions of tax dollars left uncollected each year on **short-term rentals**, and secured improvements for cities to last year's **problematic warehouse bill**.

The League of California Cities is powered by the collective voice of its members. We defend local control, advocate for cities, and provide education and connection opportunities that help local leaders address today's challenges. Membership in Cal Cities is an investment that strengthens the collective voice and influence of cities across California.

## Your city's return on investment report:

EXETER	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	TOTAL
DUES	6,170	6,546	6,742	6,944	7,153	33,555
TOTAL RETURN*	3,293,562	825,960	933,468	1,027,783	1,105,306	7,186,079
<b>RATE OF RETURN</b>	<b>534:1</b>	<b>126:1</b>	<b>138:1</b>	<b>148:1</b>	<b>155:1</b>	<b>214:1</b>

Here are some ways that Cal Cities Delivered in 2025:

- Cal Cities **sponsored 15 bills** — the most in recent history! Eight of those measures made it to the Governor's desk, and **six were signed into law**. Bills focused on short-term rentals, recovery housing, metal theft, and murals.
- Took on deep-pocketed corporations by sponsoring a bill that will crack down on illegal short-term rentals and enable cities to **capture the millions of tax dollars** left uncollected each year. The bill received bipartisan support and was signed into law.
- Compelled lawmakers to **narrow the impact of SB 79 (Wiener) 13 times** before it was signed into law. The bill, opposed by 180 cities, forces local governments to approve residential projects with limited environmental review and public engagement near specific transit stops.
- Led a coalition to ensure **Cap-and-Trade dollars continue to flow and fund city priorities**. The final package includes dedicated money for affordable housing and wildfire preparedness.
- Secured changes to a **problematic warehouse bill** from last year, which largely focused on mandated circulation planning and potential enforcement by the Attorney General.
- Amplified city voices at the Capitol. Dozens of **city officials traveled from every corner of the state to testify in Sacramento**, and cities **submitted over 1,300 letters** to the Legislature to advance city priorities.
- Filed **over 30 amicus briefs and letters** in support of cities in state and federal courts.
- Elevated city voices at nearly **100 regional division events in which roughly 4,000 members** spoke with **60 state and federal lawmakers** to inform and educate them about legislation that will impact California communities.
- Convened more than **15,000 city officials** at Cal Cities conferences, webinars, division events, or roundtables to share ideas, hear from experts, and learn from each other.

**\*Includes:** 1. Net gain in revenues by virtue of the VLF/Property Tax Swap. Growth in Property Tax in Lieu of VLF versus estimated growth in VLF had it remained. 2. Local revenues protected by Prop. 22. Prop. 22 ended the Legislature's ability to borrow or delay HUTA and Prop. 42 gas tax funds. Also includes growth in HUTA from SB1 annual inflation adjustment. 3. SB1 Local Streets and Roads Funds. New Road Maintenance and Rehabilitation Account funds is also constitutionally protected. 4. American Rescue Plan Act.

[www.calcities.org/cal-cities-delivers](http://www.calcities.org/cal-cities-delivers)

Membership with Cal Cities comes with a wide range of benefits for elected city officials and city staff — from insider opportunities to help shape statewide policies of importance to your city, to unique networking and learning experiences that make our collective work more powerful and effective.

	Members	Non-members
Engage in statewide advocacy campaigns to safeguard local control and secure resources for cities.	✓	
Engage in one of Cal Cities' 16 Regional Divisions. Work closely with Regional Public Affairs Managers and other local elected officials to develop region-specific programs, carry out grassroots activities, and share best practices.	✓	
Access Cal Cities' robust advocacy and public affairs resources and engage in actions and events to collectively advocate for the issues that matter most to cities.	✓	
Access the legal advocacy program that protects the interests of cities in matters before state and federal appellate courts by filing "friend-of-the-court" briefs.	✓	
City attorneys are eligible to participate in the Legal Advocacy Committee and work closely with attorneys from across the state.	✓	
Receive timely updates, action alerts, and in-depth analyses on priority legislation impacting cities from subject-matter experts.	✓	
Serve on Cal Cities policy committees and help shape state and federal policy on issues affecting cities.	✓	
Serve in leadership positions that help drive Cal Cities' priorities and policy.	✓	
Attend statewide Cal Cities conferences and events providing a wide range of learning opportunities for new and experienced city officials.	✓	✓*
Engage in one of Cal Cities' ten professional departments where you can participate in educational and networking opportunities with your colleagues in similar city positions from across the state.	✓	
Subscribe to the <i>Cal Cities Advocate</i> newsletter for breaking stories on legislative developments, as well as updates on conferences and education events, grant opportunities for cities, and more.	✓	✓
Attend webinars to learn about the most pressing issues of the day as they develop — from broadband deployment and wildfires to rental assistance, and more.	✓	✓*
Participate in virtual roundtable discussions with colleagues from across the state in member-driven conversations on key issues of shared concern.	✓	
Participate in policy briefings with state leaders.	✓	
Join a Cal Cities diversity caucus and connect with city officials who share common interests and issues.	✓	
Receive recognition through one of many awards programs, including the Helen Putnam Award for Excellence, the Mayors and City Council Members Torch Program, Local Streets and Roads, and division and department awards.	✓	
Share your knowledge of complex municipal issues or projects with other Cal Cities members by proposing sessions and presenting at conferences and events.	✓	
Participate on planning committees for conferences and events: Help plan and support conferences specific to your department.	✓	
Subscribe to <i>Western City</i> magazine, a monthly publication that analyzes broader statewide policy issues and highlights the innovative work of city officials from across the state.	✓	✓
Elevate your city's visibility: Be highlighted in <i>Western City</i> magazine, #LocalWorks, #CityVoices, and on social media.	✓	
Join communities to exchange information with other Cal Cities members interested in a specific subject area.	✓	
Participate in issue groups such as the Rural City Information Exchange and Coastal Cities Group.	✓	
Participate in online communities: Post questions, provide resources to other cities, or poll colleagues on current issues in your field.	✓	

\*Available at an additional cost for nonmembers.

League of California Cities  
 South San Joaquin Valley Division  
 1400 K Street, Suite 400  
 Sacramento, CA 95814  
 (916) 658-8241

# Invoice

Date  
 1/21/2026

Invoice No.  
 8246

City of Exeter  
 City Manager's Office  
 137 North F Street  
 Exeter, CA 93221

		Terms	PO No.
		Due on receipt	
Description		Amount	
South San Joaquin Valley Division Membership dues (2026)		178.83	
<p>Please remit payment to:</p> <p>South San Joaquin Division            League of California Cities            1400 K Street, Suite 400            Sacramento, CA 95814</p> <p>If you have questions regarding this invoice, please via e-mail to Raj Rakkar at <a href="mailto:rrakkar@calcities.org">rrakkar@calcities.org</a></p>			
		<b>Total</b>	<b>\$178.83</b>
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$178.83

## League of California Cities 2026 Dues Schedule

For cities having a population of:			2025 Dues	2026 Increase	2026 Dues	
1	to	500	---	\$92	\$3	\$94
501	to	600	---	241	7	248
601	to	700	---	481	14	495
701	to	800	---	526	16	542
801	to	900	---	630	19	649
901	to	1,000	---	740	22	762
1,001	to	1,250	---	923	28	951
1,251	to	1,500	---	1,108	33	1,142
1,501	to	1,750	---	1,293	39	1,331
1,751	to	2,000	---	1,478	44	1,522
2,001	to	2,250	---	1,662	50	1,712
2,251	to	2,500	---	1,849	55	1,904
2,501	to	2,750	---	2,031	61	2,092
2,751	to	3,000	---	2,218	67	2,284
3,001	to	4,000	---	2,956	89	3,045
4,001	to	5,000	---	3,693	111	3,803
5,001	to	7,500	---	4,985	150	5,135
7,501	to	10,000	---	5,753	173	5,925
10,001	to	15,000	---	6,944	208	7,153
15,001	to	20,000	---	7,997	240	8,237
20,001	to	25,000	---	10,012	300	10,312
25,001	to	30,000	---	12,022	361	12,383
30,001	to	40,000	---	14,798	444	15,242
40,001	to	50,000	---	18,004	540	18,545
50,001	to	60,000	---	20,739	622	21,361
60,001	to	70,000	---	22,794	684	23,478
70,001	to	80,000	---	23,943	718	24,662
80,001	to	90,000	---	25,522	766	26,288
90,001	to	100,000	---	27,959	839	28,798
100,001	to	125,000	---	31,888	957	32,844
125,001	to	150,000	---	35,098	1,053	36,151
150,001	to	200,000	---	39,893	1,197	41,090
200,001	to	500,000	---	41,890	1,257	43,147
			Plus	1,999	60	2,059
<i>per each full 10,000 of population over 200,001</i>						
500,001	to	640,000	---	101,682	3,050	104,732
			Plus	1,847	55	1,902
<i>per each full 10,000 of population over 500,001</i>						
Over		640,000		126,699	3,801	130,500

A bylaws provision states that no city's dues may increase by more than \$5,000.



# INVOICE

To: City Manager  
City of Exeter  
137 N F St  
Exeter, CA 93221-1629

Invoice: INV-45617-N5C1Y6

Terms: Feb. 28, 2026

<u>Date</u>	<u>Description</u>	<u>Amount</u>
01/2026	Membership dues for calendar year 2026	\$7,153.00
	Optional litigation surcharge	\$0.00
	<b><u>Total Amount</u></b>	<b>\$7,153.00</b>

City of Exeter

Official Population: 10,233

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## 2026 Advocacy Priorities

- Protect and enhance local revenues and expand economic development tools.
- Strengthen partnerships with the state to improve public safety.
- Secure investments to prevent and reduce homelessness and increase the supply of affordable housing.
- Strengthen climate change resiliency and disaster preparedness.

*Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

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Cal Cities Membership - Your Best Investment  
[www.calcities.org](http://www.calcities.org)

**Please make checks payable to  
LEAGUE OF CALIFORNIA CITIES  
1400 K Street, Suite 400  
Sacramento, California 95814-3916**

1400 K Street, Suite 400, Sacramento, CA 95814 · 916.658.8200 · [calcities.org](http://calcities.org)