



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

November 6, 2023

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants wanting to make a verbal comment via call will need to ensure that they accessed the WebEx meeting with audio and microphone transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Basgall

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of

ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the October 9, 2023, Council Meeting.
2. Administration – Approval – Waive Formal Bidding Requirements and Authorize a Service Contract Amendment #1 with The Lew Edwards Group for Phases 2 and 3 to Conduct Polling and Feasibility Analysis of Revenue Options for \$117,000.
3. Fire – Approval – Res. 23-___, Confirming Weed and Rubbish Abatement Charges for 2023.
4. General Services – Approval – Res. 23-___, Amending the City's FY 23-24 Position Allocation Plan by adding one (1) Lead Bus Driver, one (1) Senior Custodian and one (1) Staff Analyst position within the General Services Department.
5. General Services - Approval – Res. 23-___, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Solid Waste Supervisor Classification with a Salary Range of \$8,517 to \$10,353 per month, and Approval – Res. 23-___, Amending the City's FY 23-24 Position Allocation Plan.
6. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Marcus Okutsu.
7. Planning and Development Services - Approval – Final Acceptance for CIP 20-05, Video Vehicle Detection Replacement
8. Planning and Development Services – Approval – Bid Award for CIP 22-09 Santa Ana Avenue Sewer and Water Mains; and Authorize the City Manager to execute the contract on behalf of the City.
9. Planning and Development Services – Approval – Partial Acceptance for Final Map for Tract 6230, located at the southeast corner of Leonard Avenue and Bullard Avenue (Wathen Castanos, WC Clovis 6186, LLC).
10. Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6186A, located at the southeast corner of Leonard Avenue and Bullard Avenue (Wathen Castanos, WC Clovis 6186, LLC).
11. Planning and Development Services – Approval – Res. 23-___, Amend the 2023-2024 Community Investment Program Budget for General Government Facilities, addition of Senior Center Tenant Improvement in the amount of \$1,500,000.
12. Planning and Development Services – Approval – Waive formal bidding requirements and authorize staff to utilize a competitively bid Cooperative Purchase Contract between Sourcewell and Shaw Industries, Inc. to select Innovative Commercial Flooring for the maintenance work of procuring and installing new flooring within the Planning and Development Services building in the amount of \$142,024.76.
13. Police - Approval – Res. 23-___, Approve and Authorize the City Manager and Police Chief to Execute an MOU with the City of Fresno for the Organized Retail Theft Prevention Grant Program, and amend the Police Department Budget to reflect the award of \$6,068,700.00.
14. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a TYMCO Model 600 Street Sweeper off the HGAC Cooperative Purchasing Contract from TYMCO, Inc., in the Amount of \$537,974.64.

COUNCIL ITEMS

- [15.](#) Consider Approval - Confirmation of City Manager's Appointment of Fire Chief.

Staff: John Holt, City Manager

Recommendation: Confirm Appointment

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

- [16.](#) Conduct Public Hearing and Close Election Regarding an Assessment Increase in Landscape Maintenance District No. 1, Benefit Zones 2 and 5.

Staff: Paul Armendariz, Assistant Public Utilities Director and Eric Aller, Parks Manager

Recommendation: Approve

- [17.](#) Consider Various Items Associated with Blackhorse Assessment District (Area 1 - Renaissance):

a. Receive and File - Update on Blackhorse Assessment District (Area 1 - Renaissance).

b. Consider Options and Process to Potentially Dissolve (Area 1 - Renaissance) of Blackhorse Assessment District.

c. Consider Approval – Directing Staff to Perform a Property Owner Protest Balloting Proceeding for Area 1 of the Benefit Assessment District 95-1 (Blackhorse Estates) for the 2024-25 Fiscal Year.

Staff: Sean Smith, Supervising Civil Engineer

Recommendation: Approve

COUNCIL ITEMS

- [18.](#) Consider Approval – Adoption of City Council Protocols.

Staff: John Holt, City Manager

Recommendation: Consider Adoption

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

19. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: City of Clovis v. 3M Company, et al., U.S. District Court, District of South Carolina; Case No. 2:22-av-55555-CIV

20. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 556-040-23 and 556-010-39
Agency negotiators: Thad Avery, City Engineer, Ryan Burnett, Engineering Program Manager
Negotiating parties: Patrick Vincent Ricchiuti, Trustee and Frances Ricchiuti, Successor Trustee (556-040-23) P.R. Farms, Incorporated (556-010-39)
Under negotiation: Price and Terms of potential real property purchase

21. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: Desiree Martinez v. City of Clovis, et al., Case No. F082914

ADJOURNMENT

FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Nov. 13, 2023 (Mon.)
Nov. 20, 2023 (Mon.) (To Be Cancelled)
Dec. 4, 2023 (Mon.)
Dec. 11, 2023 (Mon.)
Dec. 18, 2023 (Mon.)

CLOVIS CITY COUNCIL MEETING

October 9, 2023

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Ashbeck
Flag Salute led by Councilmember Pearce

Roll Call: Present: Councilmembers Basgall, Bessinger, Mouanoutoua, Pearce
Mayor Ashbeck

PUBLIC COMMENTS – 6:01

Michaela Silva, invited the City Council to a Clovis Community College speech and debate fundraising event.

Nicky Stellar, resident, shared concerns regarding conceal carry laws and public safety.

CONSENT CALENDAR – 6:09

Motion by Councilmember Basgall, seconded by Councilmember Pearce, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

1. Administration - Approved - Minutes from the October 2, 2023, Council Meeting.
2. Finance - Approval – **Res. 23-95**, Amending the 2023-24 Budget to reappropriate carryover funding from the 2022-23 budget.
3. Finance – Received and Filed – Investment Report for the Month of June 2023.
4. Finance – Received and Filed – Treasurer’s Report for the Month of June 2023.

COUNCIL ITEMS – 6:10

6:10 ITEM 5 - CONTINUED – THE ADOPTION OF CITY COUNCIL PROTOCOLS.

Brent Berdine, resident, shared a question on how citizens could continue communicating with the City Council.

David Rall, resident, encouraged the City Council to thoroughly discuss the proposed protocols.

Motion to continue to November with changes by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried by unanimous vote.

7:51 ITEM 6 - APPROVED – CHANGE OF COUNCIL MEETING SCHEDULE.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 7:52

COUNCIL COMMENTS – 7:52

CLOSED SESSION – 7:55

ITEM 7 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

No action was taken by the City Council during the closed session.

Mayor Ashbeck adjourned the meeting of the Council to November 6, 2023

Meeting adjourned: 9:10 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 6, 2023

SUBJECT: Administration – Approval – Waive Formal Bidding Requirements and Authorize a Service Contract Amendment #1 with The Lew Edwards Group for Phases 2 and 3 to Conduct Polling and Feasibility Analysis of Revenue Options for \$117,000.

ATTACHMENTS: 1. The Lew Edwards Group Proposed Amendment #1

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to waive the City's formal bidding requirements and authorize amendment #1 to the service contract with The Lew Edwards Group for Phases 2 and 3 to Conduct Polling and Feasibility Analysis of Revenue Options for \$117,000.

EXECUTIVE SUMMARY

On April 3, 2023, City Council directed staff to include funds in the 2023-24 Budget for a consultant to conduct polling and a feasibility analysis for a potential measure that would increase revenues for the City. There are a limited number of qualified consultants with the needed expertise and experience in Clovis and the region. Staff reviewed proposals from two pollsters and only found one consultant that would fully analyze feasibility based on the polling work. Due to the limited pool of consultants, a bid-based process was not feasible. On June 5, 2023, Council approved a contract for \$49,400. Based on the progression of the effort staff is recommending entering phases 2 & 3 of the contract for an additional \$117,000 per Section IV.C. of the City's Purchasing Manual.

BACKGROUND

On February 13, 2023, the Clovis Police Department provided City Council an update on the department. It was the consensus of the Council to place an item on the agenda to discuss funding options to be considered for a future election. In November 2021, the Clovis Police

Department provided City Council a state of the department update noting the shortage of staffing in the Police Department. Over the next six months, the Council appointed a 25 member Citizens' Advisory Committee that met and provided Council feedback and recommendations.

A joint meeting was held between the Clovis City Council and the Citizens Advisory Committee on April 6, 2022. At that meeting, Chair Chris Casado and Vice Chair Greg Newman presented the findings of the Committee to Council. In summary: a majority of the Committee did not feel that the current Clovis Police Department staffing and funding is adequate for Clovis to remain the safest city in the Valley; a majority of the Committee agree that additional sworn police officers are needed over the next five years; and a majority of the Committee agreed that if an increase in services and resources is pursued, it should be funded by some form of tax increase ballot measure. In 2022, City Council placed Measure B on the November ballot to increase the Transient Occupancy Tax from 10% to 12%. Measure B was approved by the voters with over two-thirds support generating an additional \$500,000 - \$800,000 per year going forward.

On April 3, 2023, Council directed staff to include \$200,000 in funds in the 2023-24 Budget for a consultant to conduct polling and a feasibility analysis for a potential measure that would increase revenues for the City. Staff has conducted outreach with other agencies to determine potential firms to conduct the task. Two polling firms were identified and a consultant that specializes in the analysis of the polling that came as highly recommended. Staff interviewed the firms and proposals were submitted. Based on the interviews and the proposals submitted, the proposal from The Lew Edwards Group for \$49,400 was recommended to be selected and approved by City Council of June 5, 2023. Based on the progression of the effort staff is recommending entering into phases 2 & 3 of the contract for an additional \$117,000 per Section IV.C. of the City's Purchasing Manual with a total cost of \$166,400.

Due to the limited number of firms, a waiver is required as per Section IV.C. of the City's Purchasing Manual. The balance of the funds remaining will be available for any additional analysis or services needed to achieve Council direction.

FISCAL IMPACT

Funds were included in the proposed 2023-2024 City Council budget.

REASON FOR RECOMMENDATION

The Lew Edwards Group has submitted a proposal that will meet and exceed the Council's direction on April 3, 2023. Due to the limited consultants in the market, an approval of waiving the purchasing guidelines is required.

ACTIONS FOLLOWING APPROVAL

The City Manager will execute the contract and work will begin as soon as possible.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager AA



To: Andrew Haussler, Assistant City Manager
 From: Catherine Lew, Co-Founder – Lew Edwards Group
 Date: October 29th, 2023
 Re: Communications, Engagement & Advisory Services

Lead Project Services

LEG provides effective Lead Consultant services to its cities and prides itself on a supportive, team building approach with consistent planning teleconferences with the City. With the input of all participants, LEG will develop meeting agendas and facilitate sessions to support the timely deployment of Fiscal Sustainability project activities. LEG approaches its partnership with personal dedication, enthusiasm, and a commitment to excellent service, recognizing that our ultimate consumer is not only the City of Clovis, but most importantly, the constituents the City represents.

Public Engagement

LEG will assist the City in developing copy for engagement and communications materials to deliver your informational message, such as guest columns, copy for links on the City website, or a Power Point Presentation for informational Speakers' Bureau, Stakeholder, Key Influential and community presentations. LEG will provide first drafts of selected materials for review and approval by the City.

Project Communication Goals

1. Develop messages that inform, solicit, and respond to questions from the public
2. Provide communications outreach content to educate the public about the needs and city service objectives
3. Support/utilize an earned (non-paid) media press strategy to engage constituents
4. Recommend approaches to utilize other City vehicles, such as direct mail and social and digital media/Internet-based communications platforms to inform and engage the public

Develop Informational Messages

Our project collaboration will have the goal of informing the public and raising awareness of the City's quality of life vision and fiscal sustainability needs to support and create two-way, collaborative dialogue with your public.

Direct Mail/Social Media/Digital Media

LEG recommends a communications plan that will allow the City to raise awareness of city needs beyond already-active stakeholders and key influentials, to a broader public. LEG will draft text copy and provide samples for the City's staff and vendors to design/print/mail for any materials specifically related to this project.

In consultation with City staff, LEG will also draft and/or refine informational handouts, press releases and website copy, with appropriate materials (charts, graphs, visual aids, etc.) to communicate messages and information. In addition, LEG will draft, review and/or refine supporting fact sheets, flyers, and other communications. Other communications vehicles include your City website, social media (such as Facebook, Twitter, Instagram, and other platforms) and a Speakers' Bureau program. LEG clients also augment or expand their digital media reach and communications considering today's multi-faceted communications.

Press Coverage

LEG will review earned (non-paid) media press opportunities with City staff. Balanced press coverage will build additional constituent engagement throughout the process, which is critical to engaging community stakeholders and informing your public about your service delivery. While LEG does not function as a spokesperson, we can support the City's communications efforts by developing additional collaterals such as project-related press releases, media backgrounders, talking and rapid response needs, as necessary.

Late Spring 2024 Community Survey

LEG recommends a second community survey towards the end of the City's 2024 budget adoption to engage the community further in the City's Fiscal Sustainability vision.

Ballot Measure Development

Should the Clovis community be interested in a potential local funding measure and City staff and Council wish to consider this option next year, LEG can collaborate with the City Attorney and City staff next summer on ballot measure structure and wording to address the public's interests and priorities.

Professional Fee and Polling Costs

LEG's professional rate for Lead Consulting Services is \$6,500/month. Without exception, LEG does not invoice or bill on an hourly or time/materials basis (not to exceed \$81,250). Professional fees do not include other hard project costs such as printing, bulk postage, mail house processing fees, or paid digital media, which will be budgeted for separately by the City outside of this Agreement. For a 15-minute online/phone late spring 2024 survey of approximately 500 respondents, an additional \$35,750.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: November 6, 2023

SUBJECT: Fire – Approval – Res. 23-___, Confirming Weed and Rubbish Abatement Charges for 2023.

ATTACHMENTS: 1. Res. 23-
2. 2023 Weed Abatement Contractor Charges
3. 2023 Weed Abatement Charges Assessed
4. Authorization Letter

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to approve the 2023 weed abatement charges for 2023 and authorize payment of the contractor charges.

EXECUTIVE SUMMARY

Initial notices for weed abatement were mailed out to 218 property owners in March & April 2023. Of those Notices, 67 cases were created, and ultimately the City of Clovis contracted with Mark Newton to clean 15 of those properties. Attachment 3 lists those properties that were cleaned and the cost of cleanup plus the administrative fee.

Before the weed abatement charges can be submitted to the County Auditor Controller for collection, the charges must be confirmed by the City Council in resolution form.

BACKGROUND

The Weed and Rubbish Abatement Program has proven to be an effective tool in reducing open land fires, controlling possible habitats for rodents and insects, and maintaining property values throughout Clovis.

The Fire Department incorporates weed and rubbish abatement into its Fire Prevention Bureau, providing the opportunities to stop many small fires and reduce the potential for larger ones. In

addition, abatement is instrumental in decreasing calls for service, so units are available for higher priority calls. Properties are surveyed and hazards identified for removal, the result of which is a much cleaner, safer environment for our citizens.

The weed abatement process started in March 2023 with the first letters being sent to the property owners of large vacant parcels, and final letters mailed April 2023. Additional letters were mailed to properties where staff received specific complaints from citizens. These letters were mailed between April and June requesting abatement within a specified time frame according to Clovis Municipal Code.

Continuous inspections were performed throughout June and July 2023. If abatement had not been accomplished within the specified date for a particular parcel, work orders were prepared and forwarded to the City's private contractor for action.

Breakdown of cleanup:

Properties identified for abatement: 218
Properties cleaned by City Contractors: 15

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Before the weed abatement charges can be submitted to the County Auditor Controller for collection, the charges must be confirmed by the City Council in resolution form.

ACTIONS FOLLOWING APPROVAL

1. The City Clerk will forward a list of all assessments not paid to the County Auditor-Controller for collection by lien.
2. A check will be issued to Mark Newton for services rendered as the City's weed and rubbish abatement contractor.
3. A signed authorization from the Fire Chief will be submitted to the Fresno County Auditor-Controller authorizing the names and titles of those persons who can add, delete, or change any special assessments (Attachment 4).

Prepared by: Katie Krahn, Management Analyst

Reviewed by: City Manager AK

RESOLUTION 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE COST OF WEED AND RUBBISH ABATEMENT AND PROVIDING FOR COLLECTION

WHEREAS, the Council by ordinance, adopted Article 102 of Chapter 27 of Title 5 of the Clovis Municipal Code, declaring as a public nuisance, weeds and rubbish upon public or private property in the City; and

WHEREAS, the Fire Chief has caused the removal of weeds and rubbish and abated nuisance declared by said Article 102 of Chapter 27 of Title 5 of said Municipal Code; and

WHEREAS, the Fire Chief has kept an itemized account of the work done in the removal of such weeds and rubbish and has prepared a report thereon and submitted the same to this Council for confirmation; and

WHEREAS, the Council has set November 6, 2023, at the hour of 6:00 o'clock p.m., at the Council Chambers, Clovis, California, as the time and place when this Council would receive and consider the said report and make and confirm assessments against each parcel of land subject to assessment to pay the cost of each abatement.

NOW, THEREFORE, BE IT RESOLVED, by the City of Clovis:

a. The itemized report of the cost of remove of weeds and rubbish submitted to this Council by the Fire Chief pursuant to Article 103 of Chapter 28 of Title 5 of the Clovis Municipal Code is confirmed and approved.

b. The cost of abatement for each parcel of real property subject to assessment to pay the cost of removal of weeds and rubbish as listed under "Weed Abatement Assessments".

c. The cost of such abatement for each such parcel of real property as shown under "Weed Abatement Assessments" constitutes a special assessment against the parcel and is a lien on the parcel.

d. The Fire Department is directed to transmit a notarized copy of this resolution to the Fresno County Recorder to file liens upon the applicable properties.

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The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 6, 2023

Mayor

City Clerk

2023 Weed Abatement Charges by APN

	APN	Location	Contractor Cost	Admin. Cost	Total cost Payable to City of Clovis	Owner
1	492-080-74	NWC First & Baron	\$295.00	\$300.00	\$595.00	1398 W HERNDON #205, FRESNO, CA 93711
2	492-080-85	135 Osmun	\$295.00	\$300.00	\$595.00	1398 W HERNDON #205, FRESNO, CA 93711
3	492-080-86	147 Osmun	\$295.00	\$300.00	\$595.00	1398 W HERNDON #205, FRESNO, CA 93711
4	563-131-29	1590 Alluvial	\$291.25	\$300.00	\$591.25	4270 N BRAWLEY, FRESNO, CA 93722
5	564-110-10	2702 Owens Mtn Pkwy	\$295.00	\$300.00	\$595.00	7690 N Palm Ave #101, FRESNO, CA 93711
6	564-110-11	2722 OWENS MTN	\$295.00	\$300.00	\$595.00	7690 N Palm Ave #101, FRESNO, CA 93711
7	564-110-12	2742 OWENS MTN PKWY	\$295.00	\$300.00	\$595.00	7690 N Palm Ave #101, FRESNO, CA 93711
8	564-110-13	2762 Owens Mountain Pkwy	\$195.00	\$300.00	\$495.00	7690 N Palm Ave #101, FRESNO, CA 93711
9	564-110-14	2782 OWENS MTN PKWY	\$195.00	\$300.00	\$495.00	7690 N Palm Ave #101, FRESNO, CA 93711
10	564-110-15	2816 Alluvial	\$242.50	\$300.00	\$542.50	7690 N Palm Ave #101, FRESNO, CA 93711
		Grand Total Cost	\$2,693.75	\$3,000.00	\$5,693.75	

CITY OF CLOVIS 2023 WEED ABATEMENT ASSESSMENTS				
APN	AMOUNT	Tax Code	OWNER	OWNER ADDRESS
492-080-74	\$595.00	6905	TGP INVESTMENTS LLC C/O FLYLINE INVESTMENTS LLC	1398 W HERNDON #205, FRESNO, CA 93711
492-080-85	\$595.00	6905	TGP INVESTMENTS LLC C/O FLYLINE INVESTMENTS LLC	1398 W HERNDON #205, FRESNO, CA 93711
492-080-86	\$595.00	6905	TGP INVESTMENTS LLC C/O FLYLINE INVESTMENTS LLC	1398 W HERNDON #205, FRESNO, CA 93711
563-131-29	\$591.25	6905	FAT DAWGS 7 BROADCASTING LLC	4270 N BRAWLEY, FRESNO, CA 93722
564-110-10	\$595.00	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
564-110-11	\$595.00	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
564-110-12	\$595.00	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
564-110-13	\$495.00	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
564-110-14	\$495.00	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
564-110-15	\$542.50	6905	Fresno First Bank	7690 N Palm Ave #101, FRESNO, CA 93711
TOTAL FEE:	\$5,693.75			



CITY OF CLOVIS FIRE DEPARTMENT

1233 Fifth Street, Clovis, CA 93612 · (559) 324-2200

AGENDA ITEM NO. 3.



November 6, 2023

Fresno County Auditor Controller
Treasurer-Tax Collector
Attn: Oscar J. Garcia, CPA

Dear Auditor-Controller:

Please accept all instructions for adding, changing, and deleting Special Assessments on behalf of the City of Clovis Fire Department from the following individuals:

1. John Holt, City Manager
2. Chris Ekk, Fire Chief
3. Jay Schengel, Finance Director
4. Chad Fitzgerald, Life Safety Enforcement Manager
5. Katie Krahn, Management Analyst

This shall remain in effect through June 30, 2024, unless notified differently. If you should have any questions, please contact Chad Fitzgerald, Life Safety/Enforcement Manager at 559-324-2218.

Sincerely,

Chris Ekk, Fire Chief



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: November 6, 2023

SUBJECT: General Services – Approval – Res. 23____, Amending the City's FY 23-24 Position Allocation Plan by adding one (1) Lead Bus Driver, one (1) Senior Custodian and one (1) Staff Analyst position within the General Services Department.

ATTACHMENTS: 1. Res. 23-____, Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For Council to approve Resolution 23-____ amending the City's FY 23-24 Position Allocation Plan by adding one (1) Lead Bus Driver, one (1) Senior Custodian, and one (1) Staff Analyst position within the General Services Department.

EXECUTIVE SUMMARY

The General Services Department has a need to add three (3) additional positions that include one of each of the following classifications, a Lead Bus Driver, Senior Custodian, and a Staff Analyst position. These proposed positions will assist with the needed support for the expanding operations within the Senior Services and Transit Divisions. Adequate funds were included in the adopted FY 23-24 budget for the additional positions. Modification of the City's Position Allocation Plan require the City Council's approval.

BACKGROUND

The General Services Department has evaluated the work assignments and needs within the department. Staff has determined that adding one (1) Lead Bus Driver, one (1) Senior Custodian, and one (1) Staff Analyst position will more efficiently support the current needs of both the Senior Services and the Transit Divisions. A recent assessment of the duties within the Senior Services and Transit Divisions has resulted in the determination that the additional positions are

necessary to provide the required support for the Divisions. The Transit Division will be expanding their routes and will need an additional Lead Bus Driver position. The Staff Analyst will be needed to assist with the Federal Transit Administration (FTA) compliance requirements to maintain the newly awarded federal funding. In addition, the new Landmark Center will require additional janitorial services. Staff has a need to convert one part-time Custodian position to a full-time Senior Custodian position. The desired position allocation changes result in the need to modify the City's Position Allocation Plan, which requires Council approval.

FISCAL IMPACT

The fiscal impact of salary and benefits for the additional Transit Division Staff Analyst and Lead Bus Driver positions for the remainder of FY 23-24 will be approximately \$92,600 which will be paid with newly awarded Federal Funds. A part-time custodian position will be eliminated, therefore the additional cost for the Senior Custodian position is estimated to be \$24,000 for the remainder of the fiscal year. There are adequate funds in the General Services Department budget to cover the costs of the positions.

REASON FOR RECOMMENDATION

These added positions will provide more efficient administrative, janitorial, and technical support for both the Senior Services and Transit Division. The change will need to be reflected in the authorized FY 23-24 General Services Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the General Services Department will be modified as noted in Attachment A of Attachment 1. A recruitment will be conducted to establish current eligibility lists.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AA

RESOLUTION 23-____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CLOVIS APPROVING AMENDMENTS TO THE
CITY'S FY 23-24 POSITION ALLOCATION PLAN**

WHEREAS, the FY 23-24 Position Allocation Plan in the General Services Department was approved as part of the FY 23-24 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that adding one (1) Lead Bus Driver, one (1) Senior Custodian and one (1) Staff Analyst position is necessary in order to provide more efficient support within the Senior Services and Transit Divisions; and

WHEREAS, amending the City's adopted FY 23-24 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED that the City of Clovis amend the City's FY 23-24 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 6, 2023

Mayor

City Clerk

ATTACHMENT 1

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24

DEPARTMENT	NUMBER OF POSITIONS
General Services Department	
Add: Lead Bus Driver	1.0
Add: Senior Custodian	1.0
Add: Staff Analyst	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: November 6, 2023

SUBJECT: General Services - Approval – Res. 23-____, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Solid Waste Supervisor Classification with a Salary Range of \$8,517 to \$10,353 per month, and Approval – Res. 23-____, Amending the City's FY 23-24 Position Allocation Plan.

ATTACHMENTS: 1. Res. 23-____ Classification and Compensation Plan
2. Res. 23-____ Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City's Classification and Compensation Plans by adopting the Solid Waste Supervisor classification with a salary range of \$8,517 to \$10,353 per month and approve a resolution amending the City's FY 23-24 Position Allocation Plan by adding one (1) Solid Waste Supervisor position in the Public Utilities Department.

EXECUTIVE SUMMARY

The Public Utilities Department has a need to add a Solid Waste Supervisor classification. The proposed classification will support the Solid Waste Manager in supervising the office and field work for the division. Adequate funds were included in the adopted FY 23-24 Public Utilities budget for the new classification. Modification of the City's Classification, Compensation, and Position Allocation Plans require City Council's approval.

BACKGROUND

The Public Utilities Department has a need to add the Solid Waste Supervisor classification. The new classification will serve as supervisor of the solid waste and landfill operations. The Solid Waste Supervisor is needed to assist with the added responsibilities due to the growth of the City and to be in compliance with expanded state regulations. This classification will work with

private contractors and consultants while assisting with the collection, street sweeping and landfill operations. It is recommended that the salary range for the Solid Waste Supervisor be comparable to other management positions with a similar level of responsibility. The recommended salary range would be \$8,517 to \$10,353 per month. The Solid Waste Supervisor will be assigned to the Management Group. The new classification and salary range reflect the current needs of the City. The position allocation plan will be updated to reflect the one (1) additional position, as noted in Attachment A of Attachment 2.

FISCAL IMPACT

The salary and related benefit costs of this proposed classification for the remainder of the fiscal year would be approximately an additional \$76,400. The additional costs were budgeted in the FY 23-24 Public Utilities Department budget.

REASON FOR RECOMMENDATION

Creation and addition of the Solid Waste Supervisor classification to the City's Classification and Compensation Plans provides a detailed classification description and allows for the recruitment of the new position. Modification of the City's Classification, Compensation and Position Allocation Plans requires City Council approval.

ACTIONS FOLLOWING APPROVAL

Personnel staff will update the City's Classification, Compensation and Position Allocation Plans with the addition of the Solid Waste Supervisor.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AK

RESOLUTION 23-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN BY ADDING THE SOLID WASTE SUPERVISOR CLASSIFICATION IN THE PUBLIC UTILITIES DEPARTMENT

WHEREAS, it has been determined that the City has a need for a Solid Waste Supervisor classification to provide the necessary support to supervise the solid waste and landfill operations; and

WHEREAS, it has been determined that the appropriate salary range for the Solid Waste Supervisor classification is \$8,517 to \$10,353 per month; and

WHEREAS, it has been determined that it is appropriate to assign the Solid Waste Supervisor classification to the Management Group.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's FY 23-24 Classification and Compensation Plans to include the Solid Waste Supervisor classification (Attachment A) with a monthly salary range of \$8,517 to \$10,353 per month.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: November 6, 2023

Mayor

City Clerk

City of Clovis
SOLID WASTE SUPERVISOR
Monthly Salary Range: \$8,517 to \$10,353

DEFINITION

Under general direction, plan, supervise, coordinate, assign, monitor, and participate in Solid Waste operations in support of the Public Utilities Department and perform related work as required.

CLASS CHARACTERISTICS

Reporting to the Solid Waste Manager, the position serves as supervisor of solid waste operations including landfill operations. The incumbent acts with a high degree of independence for action in the assigned areas of responsibility. The direction provided to the incumbent consists of the assignment of responsibility for attaining department objectives according to management direction and policy guidelines. The incumbent is expected to develop methods and procedures for solving problems encountered. Most of the work is not reviewed directly by a supervisor except where it involves a deviation in policy, an inconsistency in application with department procedures, and/or the implementation of new methods and procedures. When work is reviewed, the review is directed toward the final outcome and results. This position responds to emergency calls during or after normal duty hours; and performs related work as required. Incumbents may be assigned to work outside their regular shift and may be required to work weekends and holidays.

EXAMPLES OF DUTIES

In support of the Solid Waste Manager, supervise office and fieldwork of the Solid Waste Division and personnel as assigned. Work as part of the Public Utilities management team and coordinate tasks and assignments with other Public Utilities managers, supervisors and staff while maintaining close working relationships with other City Departments. Work with private contractors and consultants. Assist the Solid Waste Manager with collection, street sweeping, and landfill operations. Assist with developing and implementing a preventative maintenance program for solid waste equipment and evaluate and recommend repair or purchase of equipment. Evaluate procedures, operations, services, and collection for effectiveness and efficiency, and recommend modifications, improvements, and solutions to problems. Assist with and conduct employee performance evaluations; maintain timecards and other division records; conduct safety meetings; advise on hiring recommendations; recommend and assist in the discipline of subordinate employees; may serve as acting manager; distribute assigned work to subordinate personnel; train and instruct assigned staff in work methods; advise immediate supervisor of employee performance problems, report to manager problems encountered in the assigned work and progress in completing work assignments. Assist in organizing, planning, and implementing environmental projects with compliance to state regulations, compile data, prepare reports, and complete special projects and administration of refuse disposal budget. Investigate complaints and assist in resolving citizen and property owner problems and complaints.

Research, and provides technical assistance and instruction concerning environmental issues, operations, procedures, laws, ordinance, and regulations. Assist in managing the City of Clovis Recycling and Hazardous Waste drop-off site. Conducts safety training and assists with safety awareness programs to reduce incidents and accidents in the Solid Waste Division; and performs related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- Possession of a valid class B California license with a good driving record and with air brake, hazardous materials, and tanker endorsements.
- Certificates: Shall obtain HAZWOPER 40 Hour Certificate and Manager of Landfill Operations (MOLO) certificate within 1 year of appointment.

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with possession of a bachelor's degree in Construction Management, Industrial Technology, Civil Engineering, Public Administration, or a closely related field.
- Experience over and above the six years' experience requirement stated below may be substituted for up to two years of education in the following manner:
 1. An additional three years of experience in Solid Waste operations may be substituted for one year of education equivalent to 30-semester units (a total of nine years experience).
 2. An Additional six years' experience in Solid Waste operations may be substituted for two years of education equivalent to 60-semester units (a total of twelve years experience).

And

Experience:

- Six (6) years of full-time work experience in Solid Waste operations.
- Minimum of two (2) years' work experience must be in a lead or supervisory/management capacity.

QUALIFICATIONS

Knowledge of:

- Applicable laws, codes and regulations pertaining to Solid Waste operations;
- Landfill heavy equipment;
- Earthwork and Roadway construction practices;
- Basic math;
- Record keeping;
- Proper methods, materials, tools and equipment used in the sanitation trade;
- General principles of supervision and training;
- Appropriate safety precautions and procedures;
- Hazardous materials identification;
- Industry-accepted techniques in landfill operations;
- Local, state and federal laws and regulations related to sanitary landfill operations.

Ability to:

- Supervise, train, organize and review the work of staff;
- Identify and assess safety concerns for personnel and the public;

- Understand and implement excavation and earthwork practices and regulations as they pertain to landfill and solid waste operations;
- Operate and train others in the operation of landfill and solid waste equipment;
- Prepare oral and written reports;
- Review and understand site plans, blueprints relating to solid waste and landfill design and construction;
- Read, write, and perform mathematical calculations at the level required for successful job performance;
- Inspect equipment for safety purposes and ensure that it is operated in a safe and efficient manner;
- Interpret and enforce safety standards;
- Maintain moderately complex records;
- Understand pertinent procedures and functions quickly and apply them without immediate supervision;
- Plan, assign, and monitor the work of subordinates;
- Operate a vehicle, observing legal and defensive driving practices;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with all organizational levels as well as with the public;
- Adhere to, administer, and promote City regulations, policies, and programs.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Heavy work – frequent lifting and/or carrying of objects weighing up to 50 pounds, with occasional lifting and/or carrying and/or pushing up to 100 pounds.
- May be required to: work in inclement weather, including sun, cold and rain; wear protective apparel, including goggles, face protectors, noise insulator and steel bottom shoes; work around potentially hazardous material and substances. Some assigned areas are exposed to extreme heat, humidity, noise, traffic and mechanical hazards of machinery, fumes, odors and dust from construction and maintenance equipment.
- Incumbent may be required to attend periodic evening meetings.
- Incumbent is required to travel within and out of City to attend meetings.
- The position is designated as confidential under the Meyers-Millas Brown Act and is an exempt employee under the Fair Labor Standards Act.

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S FY 23-24 POSITION ALLOCATION PLAN**

WHEREAS, the FY 23-24 Position Allocation Plan in the Public Utilities Department was approved as part of the FY 23-24 City Budget adoption process; and

WHEREAS, a review of the staffing needs for the Public Utilities Department indicates that the addition of one (1) Solid Waste Supervisor position is necessary in order to provide the support needed for the Public Utilities Department; and

WHEREAS, amending the City's adopted FY 23-24 Position Allocation Plan requires City Council authorization.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis shall amend the City's FY 23-24 Position Allocation Plan as noted in Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 6, 2023

Mayor

City Clerk

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24

DEPARTMENT	NUMBER OF POSITIONS
Public Utilities Department	
Add: Solid Waste Supervisor	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: November 6, 2023

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Marcus Okutsu.

ATTACHMENTS: None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For City Council to reject the General Liability Claim filed on behalf of Marcus Okutsu.

EXECUTIVE SUMMARY

Marcus Okutsu (claimant) filed a General Liability Claim against the City of Clovis on October 17, 2023. The claim alleges excessive and unreasonable force when officers utilized a police canine dog and seeks to recover alleged monetary damages from the City. It is recommended that the claim be rejected at this time.

BACKGROUND

On October 17, 2023, a General Liability Claim was filed against the City of Clovis on behalf of Marcus Okutsu. The claim was considered legally sufficient and timely. Mr. Okutsu alleges that on September 12, 2023, the Clovis Police Department unlawfully arrested him without probable cause and used excessive force with the use of a police canine, which caused bodily injuries.

Mr. Okutsu seeks damages against the City in excess of \$25,000. The claim has been filed as a “civil unlimited case”.

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected. The City's liability is disputed, and although the claim is legally sufficient, the amount of the alleged damages sustained by the claimant may also be disputed. Rejecting the claim and sending notice of rejection in accordance with the Government Claims Act will commence the time in which claimant may file a lawsuit against the City based on the claim.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant informing him that the claim has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager *CH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 6, 2023

SUBJECT: Planning and Development Services - Approval – Final Acceptance for CIP 20-05, Video Vehicle Detection Replacement.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to accept the work performed as complete and to authorize the recording of the Notice of Completion.

EXECUTIVE SUMMARY

The project consisted of removing and replacing the remaining video detection equipment at 15 intersections in the City with a magnetic loop detection system. The work included the installation of loop detection wire, DLC cable, loop detection amplifiers, conduits and pull boxes.

BACKGROUND

Bids were received on May 3, 2022, and the project was awarded by the City Council to the low bidder, California Professional Engineering, Inc. on June 6, 2022. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

This project was budgeted in the 2021-2022 Community Investment Program. The project was funded by Measure C through the City Community Investment Program.

1.	Award	\$887,721.60
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	\$31,368.60
3.	Contract Change Orders CCO 01	\$0.00
4.	Liquidated Damages	\$0.00

Final Contract Cost**\$919,090.20****REASON FOR RECOMMENDATION**

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, California Professional Engineering, Inc. requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

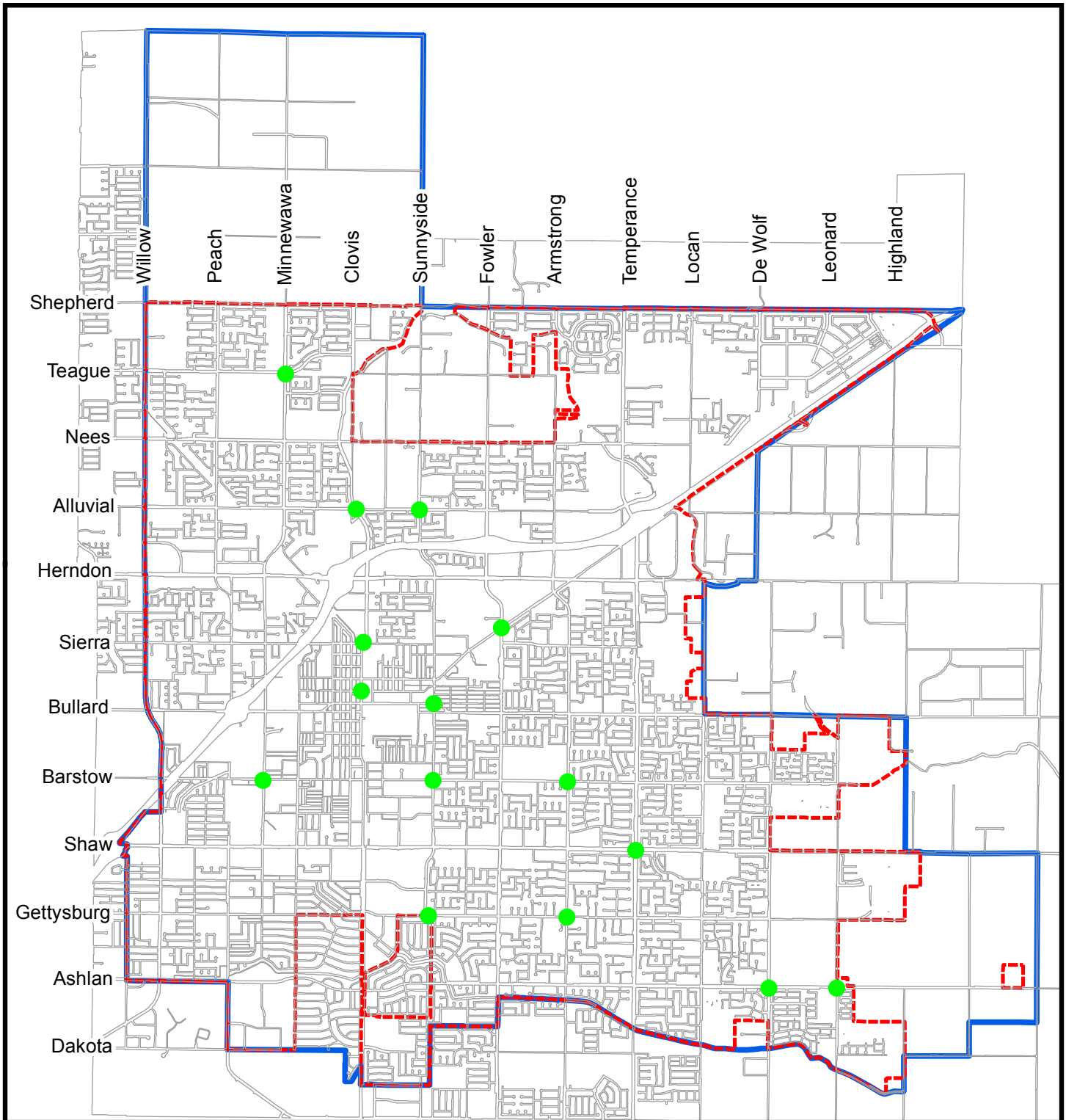
1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Prepared by: Karl Lenhof, Engineering Inspector

Reviewed by: City Manager AK

VICINITY MAP

CIP 20-05 Video Vehicle Detection Replacement



Attachment 1



PROJECT LOCATIONS



CITY LIMITS



SPHERE OF INFLUENCE

June 6, 2022

John Cross



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 6, 2023

SUBJECT: Planning and Development Services – Approval – Bid Award for CIP 22-09 Santa Ana Avenue Sewer and Water Mains; and Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

1. For the City Council to award a contract for CIP 22-09 Santa Ana Avenue Sewer and Water Mains to Haydon Construction, Inc. in the amount of \$683,789.75; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that City Council authorize the City Manager to award and execute the contract to Haydon Construction, Inc., who was the lowest responsible bidder from a bid opening that took place on October 10, 2023.

This project involves installation and abandonment of 1,600± feet of existing live-line sanitary sewer mains in Santa Ana Avenue from Harvard to Clovis and installation of 165± feet of ductile iron water main through the Clovis-Santa Ana intersection. The work involves abandonment of existing 6 to 8-inch VCP sewer mains, installation of 8" PVC SDR 35 sewer mains, removal and construction of sewer manholes, modification of one sewer manhole, re-connection of existing 4- or 6-inch sewer laterals to new sewer main, installation of 12" ductile iron water main, abandonment of existing 12-inch AC water main in place, potholing, coordination with the public utility agencies for adjustments of dry utilities in conflicts, trench resurfacing, reconstruction of asphalt-concrete street undulation, replacement of traffic striping, markings, traffic loop detectors, and all work associated with the Santa Ana Sewer and Water Mains ("Project").

BACKGROUND

The following is a summary of the bid results of October 10, 2023:

BIDDERS	BASE BIDS
Haydon Construction, Inc.	\$683,789.75
West Valley Construction Company, Inc.	\$842,560.00
Lyles Utility Construction, LLC	\$846,762.00
Emmett's Excavation, Inc.	\$849,079.00
ENGINEER'S ESTIMATE	\$753,030.00

All bids were examined, and the bidder's submittals were found to be in order. Haydon Construction, Inc., is the lowest responsible bidder. Staff has validated the lowest bidder contractor's license status and bid bond.

FISCAL IMPACT

This project was budgeted in the 2023-2024 Community Investment Program. The project is supported by Enterprise Fund for Sewer Capital Projects and Enterprise Fund for Water Capital Projects.

REASON FOR RECOMMENDATION

Haydon Construction, Inc., is the lowest bidder. There are sufficient funds available for the anticipated cost of this project.

ACTIONS FOLLOWING APPROVAL

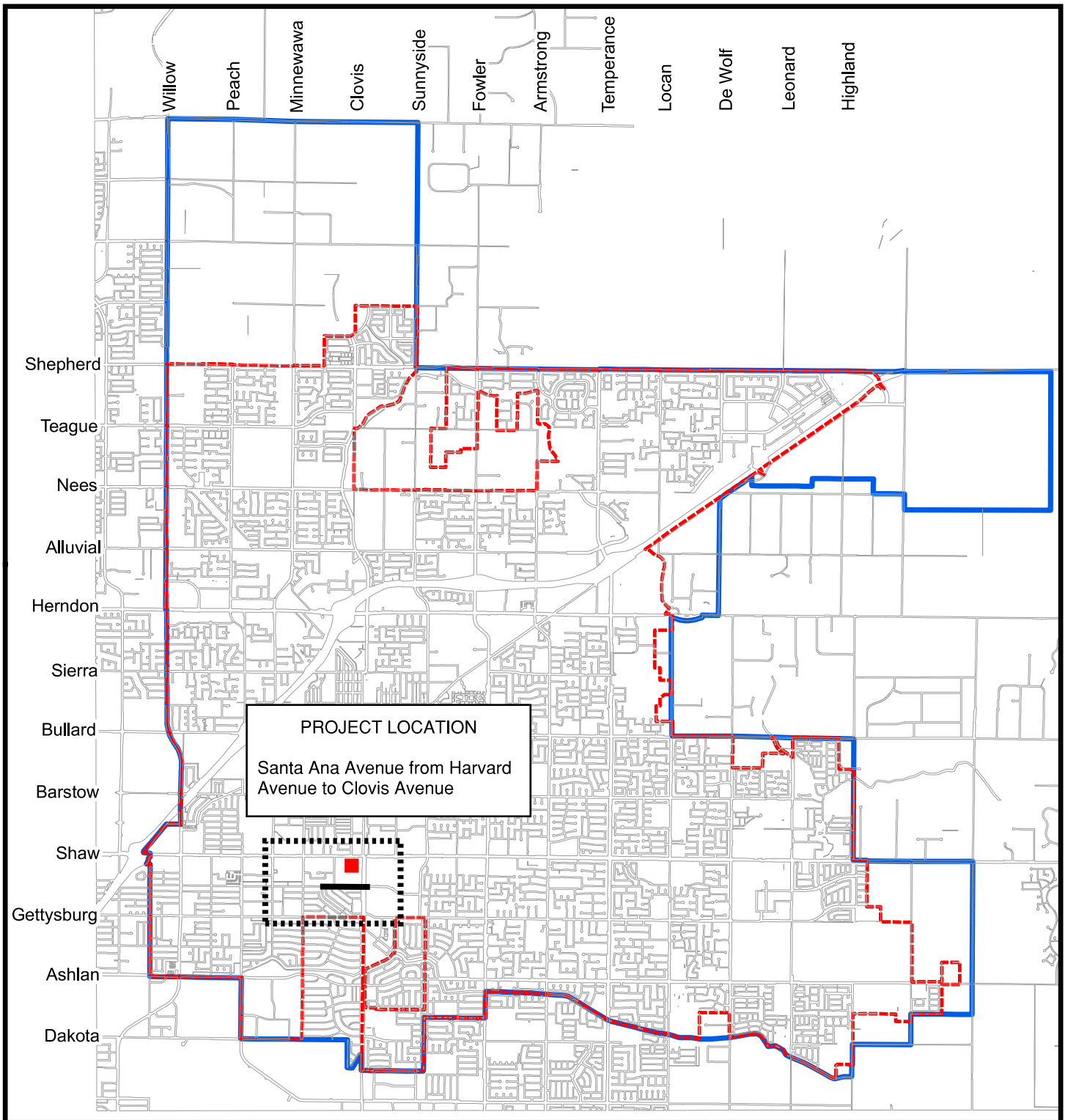
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and shall be completed in thirty (30) working days thereafter.

Prepared by: Thomas K. Cheng, Civil Engineer

Reviewed by: City Manager AK

VICINITY MAP

CIP 22-09 Santa Ana Sewer and Water Mains



ATTACHMENT 1



■ COSTCO WHOLESALE COMPANY

--- CITY LIMITS — SPHERE OF INFLUENCE



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 6, 2023

SUBJECT: Planning and Development Services – Approval – Partial Acceptance for Final Map for Tract 6230, located at the southeast corner of Leonard Avenue and Bullard Avenue (Wathen Castanos, WC Clovis 6186, LLC).

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to:

1. Accept a portion of the public improvements for Tract 6230, and authorize recording the Notice of Partial Acceptance; and
2. Authorize the immediate reduction of the Performance Surety from \$3,962,00.00 to \$453,000.00, said reduced amount being equal to 125% the estimated value of the improvements remaining to be completed.
3. Authorize the reduction of the Labor and Materials Surety from \$1,981,000.00 to \$272,000.00, said reduced amount being 75% of the value of the improvements remaining to be completed; said reduction to occur ninety (90) days after the recording of the Notice of Partial Acceptance, provided no liens have been filed.
4. Authorize the release of the Public Improvements Maintenance Surety upon the expiration of the one-year warranty period for the accepted improvements, said period beginning the date of acceptance, provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, WC Clovis 6186, LLC, a California Limited Partnership, has requested final acceptance of a portion of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer, with the exception of the following Remaining Improvements:

1. Water main facilities adjacent to Lots 21 through 29 and Lots 128, 129 and 130
2. Sewer main facilities adjacent to Lots 21 through 29 and Lots 128, 129 and 130
3. Complete streets adjacent to Lots 21 through 29 and Lots 128, 129 and 130
4. Pedestrian Bridge across Enterprise Canal adjacent to Outlot "B"

All of the required improvements submitted for acceptance have been completed in accordance with the approved plans and specifications. In accordance with Subdivision Map Act Section 66499.7(d), the value of the remaining improvements is less than 20% of the overall improvements. When completed, the remaining improvements will be submitted to the Council for acceptance. This request for partial acceptance complies with the Policy and Procedures for Partial Acceptance of Subdivision Public Improvements and bond Reductions approved by the Council on December 3, 2007.

The owner has requested a deferment of the remaining improvements described above. All remaining improvements shall be constructed per City Standards and Specifications, unless otherwise approved by the City Engineer, prior to full final acceptance the Final Map.

The owner has requested partial acceptance. Staff is recommending approval of their request.

FISCAL IMPACT

The cost for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated to the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act provides for partial acceptance of improvements and related reduction of sureties once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted and the value of the improvements to be accepted exceed 80% of the total value of required improvements.

ACTIONS FOLLOWING APPROVAL

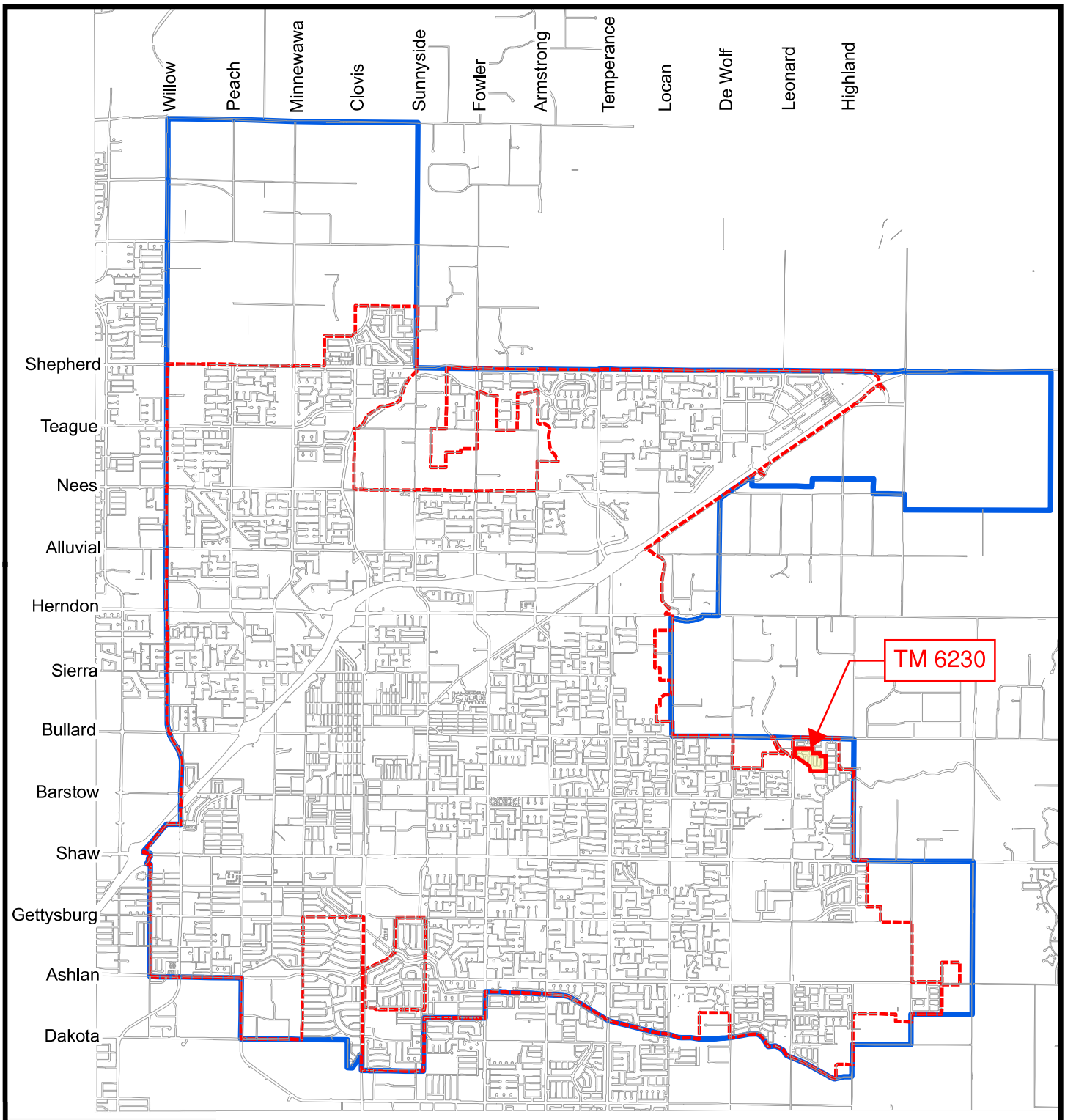
Record the Notice of Partial Acceptance and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Ruben Amavizca, Engineer II

Reviewed by: City Manager AA

VICINITY MAP

Tract 6230 Partial Acceptance (Wathen Castanos, WC Clovis 6186, LLC)



Attachment 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 6, 2023

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6186A, located at the southeast corner of Leonard Avenue and Bullard Avenue (Wathen Castanos, WC Clovis 6186, LLC).

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to:

1. Accept the public improvements for Tract 6186A, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no lien have been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, WC Clovis 6186, LLC (Wathen Castanos), has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

All landscaping, including sidewalks along the side yards of lots have been constructed. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

FISCAL IMPACT

The cost for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated to the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required, and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

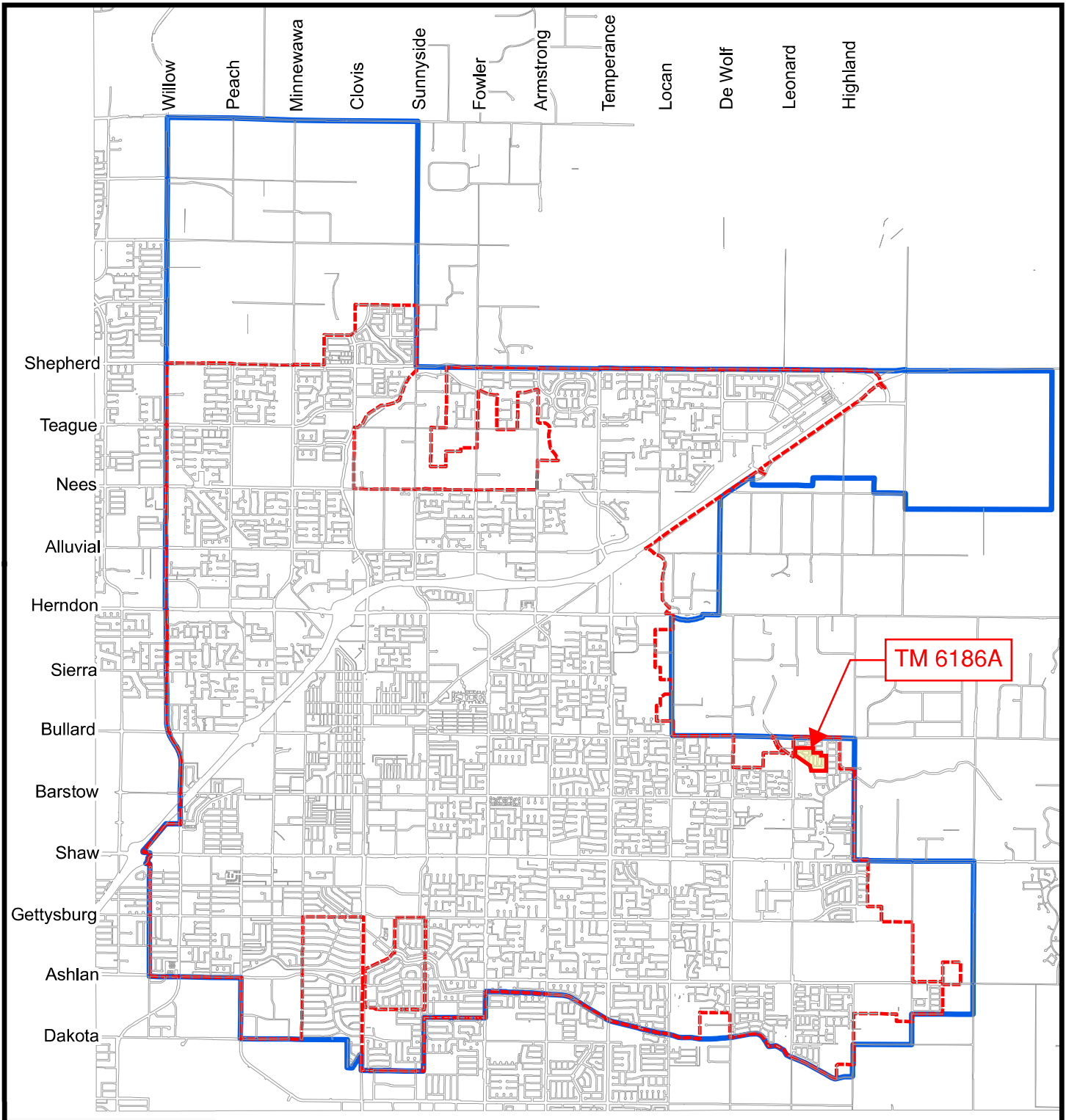
Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Ruben Amavizca, Engineer II

Reviewed by: City Manager AM

VICINITY MAP

Tract 6186A (Wathen Castanos, WC Clovis 6186, LLC)



Attachment 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 6, 2023

SUBJECT: Planning and Development Services – Approval – Res. 23-____, Amend the 2023-2024 Community Investment Program Budget for General Government Facilities, addition of Senior Center Tenant Improvement in the amount of \$1,500,000.

ATTACHMENTS: 1. Resolution 23 - ____

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to approve a resolution amending the general government services budget in the 2023-2024 Community Investment Program (CIP) to include the Senior Center Tenant Improvement and authorize expenditures from the general government services fund in the amount of \$1,500,000.

EXECUTIVE SUMMARY

The recent construction of the 30,000 square foot Senior Center building at the Landmark Square site includes a 4,000 square foot tenant space. The tenant space was originally designed to lease to Saint Agnes for a health care facility. Recently, Saint Agnes backed out of the lease agreement for the space, leaving the City discussing the best options for using the space. The discussions led administration staff to the conclusion the space can be used to help solve some overcrowding at the Civic Center. Staff is proposing to do Tenant Improvements (TI's) for the 4,000 square foot space to relocate Personnel and Risk Management. Once that move takes place, staff plans to move Communications, Economic Development, and Housing into the space currently occupied by Personnel and Risk Management. Staff proposes to add a Senior Center Tenant Improvement project to the 2023-2024 Community Investment Program budget. The Budget Amendment is needed to financially account for the expenditures and offsetting revenue.

BACKGROUND

The recent construction of the 30,000 square foot Senior Center building at the Landmark Square site includes a 4,000 square foot tenant space. The tenant space was originally designed to lease to Saint Agnes. Recently Saint Agnes backed out of the lease agreement for the space, leaving the City discussing the best options for using the space. The discussions led administration staff to the conclusion the space can be used to help solve overcrowding at the Civic Center. Staff is proposing to do Tenant Improvements (TI's) for the 4,000 square foot space to relocate Personnel and Risk Management. The improvements will include office space, lobby, front counter area, conference room, break room, restrooms, janitor closet and storage areas. Staff proposes to add the Senior Center Tenant Improvement project to the 2023-2024 Community Investment Program budget. The project is estimated to cost \$1,500,000. The project cost includes \$1,200,000 for construction and \$300,000 for staff time and consultant services through design and construction. The Budget Amendment is needed to financially account for the additional expenditures.

FISCAL IMPACT

The budget amendment will add \$1,500,000 to the 2023-2024 Community Investment Program budget for the Senior Center Tenant Improvement project. The project is supported by General Government Services with General Fund funding. It should be noted that the original agreement with Saint Agnes for lease of the space was to generate \$100,000 per year for at least 10 years. Those revenues will be lost, and it will add to the amount of City office space to maintain.

REASON FOR RECOMMENDATION

The Budget Amendment is needed to financially account for the expenditures in the General Government Services Account for the addition of the Senior Center Tenant Improvement project.

ACTIONS FOLLOWING APPROVAL

Funds will be appropriated and accounted for in the City of Clovis 2023-2024 CIP Budget as specified in the attached budget amendment.

Prepared by: Thad Avery, City Engineer

Reviewed by: City Manager AA

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN
AMENDMENT TO THE FY 2023-2024 CIP BUDGET**

WHEREAS, the City Council adopted the FY2023-2024 City budget on June 19, 2023; and

WHEREAS, the City Council approved the expenditure of funds for the 2023-2024 Community Investment Program – General Government Services Fund; and

WHEREAS, the additional expenditures needed for the Senior Center Tenant Improvement project were not included in the 2023-2024 Community Investment Program – General Government Services Fund; and

WHEREAS, it has been determined that the funds for the costs can be allocated from the General Government Services Fund in the amount of \$1,500,000.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby approves the budget amendment as shown in the “Summary of Expenditures by Section” and the “Summary of Expenditures by Fund” as shown as Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY SECTION

General Service Capital Facilities	<u>\$1,500,000</u>
TOTAL SECTION	\$1,500,000

SUMMARY OF EXPENDITURES BY FUND

General Government Services	<u>\$1,500,000</u>
TOTAL FUND	\$1,500,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 6, 2023

SUBJECT: Planning and Development Services – Approval – Waive formal bidding requirements and authorize staff to utilize a competitively bid Cooperative Purchase Contract between Sourcewell and Shaw Industries, Inc. to select Innovative Commercial Flooring for the maintenance work of procuring and installing new flooring within the Planning and Development Services building in the amount of \$142,024.76.

ATTACHMENTS: 1. Sourcewell Cooperative Purchase Contract
2. Quote

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For Council to waive formal bidding requirements and authorize staff to utilize a competitively bid Cooperative Purchase Contract between Sourcewell and Shaw Industries, Inc. to select Innovative Commercial Flooring for the maintenance work of procuring and installing new flooring within the Planning and Development Services (PDS) building in the amount of \$142,024.76.

EXECUTIVE SUMMARY

The carpet in the Planning and Development Services building is now 19 years old with multiple rips, tears, and safety issues throughout. Staff recommends utilizing the Sourcewell Cooperative Purchase Contract with Shaw Industries, Inc. (Attachment 1) to work with Innovative Commercial Flooring to dispose of all the existing carpet and install new carpet. Waiving the City's formal bidding process for procuring a contract for new carpet and using a competitively bid cooperative purchase contract is authorized by Clovis Municipal Code Section 2.7.06(a) and Section IV.C. of the City's Purchasing Manual.

BACKGROUND

Over the last 9 years, the City has standardized the carpet selection to the Shaw Contract Series which is supplied by Innovative Commercial Flooring through the Sourcewell Cooperative Purchase Contract with Shaw Industries, Inc., and currently has about 90% of its facilities converted to the new flooring. Continuing with this same method allows Facility Maintenance staff to only keep a handful of colors and styles available to patch damaged areas as needed. Innovation Commercial Flooring has removed and replaced the flooring in the EOC room, Fire stations 1 & 3, and Fire/PD HQ. Innovation Commercial Flooring is fully licensed to perform the work and their quality of work is top tier. If there is a problem, they come up with solutions to the problem, rather than just changing the order.

FISCAL IMPACT

Facilities Maintenance and Purchasing staff has procured a quote from Innovation Commercial Flooring that estimates the cost for all the maintenance work will total \$142,054.76 (Attachment 2). Adequate funds for furnishings are available in the Planning and Development Services Department budget for the purchase of the new carpet.

REASON FOR RECOMMENDATION

The carpet in the PDS building is beyond its lifespan. There are multiple safety concerns throughout, including multiple trip hazards from tears and lifts in the carpet. Immediate maintenance work to replace the carpeting is recommended.

ACTIONS FOLLOWING APPROVAL

Following approval, Facilities Maintenance will execute the contract with Innovation Commercial Flooring. A purchase order will be prepared for the City Manager's approval and the work will be scheduled to be completed by the end of the calendar year.

Prepared by: Aaron La Mattina, Staff Analyst

Reviewed by: City Manager *JA*



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. **WARRANTY.** Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. Sourcwell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcwell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcwell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- ☐ Identify the applicable Sourcwell contract number
- ☐ Clearly specify the requested change
- ☐ Provide sufficient detail to justify the requested change
- ☐ Individually list all Equipment, Products, or Services affected by the requested

change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcewell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for

any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- ☐ Maintenance and management of this Contract;
- ☐ Timely response to all Sourcewell and Member inquiries; and
- ☐ Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

- A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

- ☐ Customer Name (e.g., City of Staples Highway Department);
- ☐ Customer Physical Street Address;
- ☐ Customer City;
- ☐ Customer State;
- ☐ Customer Zip Code;
- ☐ Customer Contact Name;
- ☐ Customer Contact Email Address;
- ☐ Customer Contact Telephone Number;
- ☐ Sourcewell Assigned Entity/Member Number;
- ☐ Item Purchased Description;
- ☐ Item Purchased Price;
- ☐ Sourcewell Administrative Fee Applied; and
- ☐ Date Purchase was invoiced/sale was recognized as revenue by Vendor.

- B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

- A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- ☐ Exercise any remedy provided by law or equity, or
- ☐ Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers' Compensation and Employer's Liability.**
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below:
 Minimum limits:
 \$500,000 each accident for bodily injury by accident
 \$500,000 policy limit for bodily injury by disease
 \$500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
 Minimum Limits:
 \$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

[
Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.
DocuSigned by:
By: Darrien Munroe
48D7E282A6BA405...
Darrien Munroe
Title: Contract Specialist
Date: 11/1/2019 | 7:42 AM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/30/2019 | 8:31 AM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Shaw Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Shaw Contract, Patcraft

Address: 616 East Walnut Avenue
Dalton, 30721 GA

Contact: Brande Poulnot

Email: brande.poulnot@shawinc.com

Phone: 770-387-7284

Fax: 770-387-7856

HST#: 35-2162582

Submission Details

Created On: Monday June 17, 2019 15:26:31

Submitted On: Thursday August 08, 2019 15:00:07

Submitted By: Chaz Wolfenbarger

Email: chaz.wolfenbarger@shawinc.com

Transaction #: 0644f85d-f95f-4d53-9a23-6fb9a5a93f35

Submitter's IP Address: 104.129.206.83

Specifications

AGENDA ITEM NO. 12.

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706.532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

Company Information and Financial Strength

AGENDA ITEM NO. 12.

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
8	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting. We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

Industry Recognition & Marketplace Success

Line Item	Question	Response *	AGENDA ITEM NO. 12.
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Patcraft 2019: - Best of Neocon Gold - Deconstructed Felt - Carpet Modular - Best of Neocon Gold - Handloom - Resilient - Metropolis Likes for Handloom - Buildings' Product Innovation for Deconstructed Felt - Interior + Sources HiP award for Subtle Impressions. - Coverage in Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekly, Floor Trends Magazine, Floor Focus, Green Operations, McMorro Reports, and Office Insight. 2018: - Adex Platinum - Deconstructed Metal - Adex Platinum - Material Paradox - Adex Platinum - Subtractive Layers - Adex Gold - AdMix - Adex Gold - Isle of Skye - MetropolisLikes - Artefact - Best of NeoCon Silver - Dichroic - Carpet Modular - School Planning & Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic - HiP Honoree Manufacturer: Seller - Megghan Hoyt - HiP Honoree Workplace: Flooring: Hard Surface - Woodtone - Product Innovations Merit Award (2nd Place) - Artefact - Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor 2017: - Best of Neocon Silver - Hardsurface - Subtractive Layers - Buildings Product Innovation Grand Award (1st place) - Subtractive Layers - HiP Product Designer "Rising Star" - Kelly Stewart 2016: - Best of Neocon Silver - Healthcare - AdMix - Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black - Nightingale Silver - Hard Surface - AdMix - Nightingale Silver - Resilient - Vinings Shaw Contract 2019: - IIDA/HD Product Design Competition - Best Carpet/Rugs - Community -Contract's Best of NeoCon Award - Silver, Modular Flooring - Suited - Mixology Award - Product of the Year, Flooring - Inside Shapes - IIDA GlobalShop Product Design Competition - Best Flooring - Natural Choreography 2018: - Metropolis Likes - Haven - Contract's Best of NeoCon Award - Gold, Modular Flooring - Haven - Healthcare Design's Nightingale Award - Gold, Modular Flooring - Haven - Interior Design Magazine HiP Award - Best Workplace Flooring - Inside Shapes - Interior Design Magazine's Best of the Year Award - Carpet - Inside Shapes - Dezeen's Product Award Longlist - Inside Shapes - IIDA/HD Product Design Competition - Best Resilient Flooring - Natural Choreography - Contract's Best of NeoCon Award - Silver, Hard Surface - Natural Choreography - Healthcare Design's Nightingale Award - Silver, Hard Surface - Natural Choreography - GlobalShop's Best Flooring and Best of Competition - Canvas 2017: - IIDA/HD Product Design Competition Winner - Best in Flooring - Carpet - Off the Grid 2016: - Best of NeoCon Silver Award - Carpet Broadloom - Modern Edit - NeoCon Editor's Choice Award - LVT - Modern Edit - Best of NeoCon Gold - Compose Design Tool - Architizer Award - The Studio/Painting - The Sleep Event BCFA - Product of the Year Award - Noble Materials - GlobalShop Best of Flooring - Noble Materials In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019. Corporate awards in 2017 are: - GE Ecomagination Leadership Award-Clear Path Recycling - GE Return on Environment Award-Clear Path Recycling - Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards	

		— Market Transformation Leadership Award — Supplier Leadership Award - Floor Covering News Awards of Excellence - Environmental Leadership Award - USGBC LEED Gold: Shaw Contract - New York Showroom - USGBC LEED Silver: Shaw Contract - Atlanta Showroom - Selling Power magazine - 50 Best Companies to Sell For - eLearning! magazine - Learning 100 - Training magazine - 2017 Training Top 125	AGENDA ITEM NO. 12.
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%	*
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently on contract with Sourcewell as well as 6 other cooperatives. KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia. Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have the following Government Purchasing Contract: GSA Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014	*
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216	*
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367	*

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*

Ability to Sell and Deliver Service Nationwide**AGENDA ITEM NO. 12.**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy: too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quathamier with Philadelphia Commercial will develop and implement the marketing plan for the Sourcewell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Value-Added Attributes**AGENDA ITEM NO. 12.**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring. and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our company green initiatives are: - Products designed to be recyclable and to use less material - Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste. - Simple recycling services for our customers Our progress is reported annually in our sustainability report at https://shawinc.com/Newsroom#Sustainability-Reports. Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral. To help our customers assess our products, we provide: *Health Product Declarations (health impact) *Environmental Product Declarations (environmental impact) *Declare Labels (showing our ingredients)
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our product certifications include: *Cradle to Cradle Certification by the Innovation Institute (carpet) *NSF 140 certification from ANSI (carpet) *Green Label Plus (air quality) from The Carpet and Rug Institute *FloorScore certification from SCS Global Services (for resilient) *SmartWay certification for the efficient use of fuel
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

Warranty

AGENDA ITEM NO. 12.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.	*
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.	*
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.	*

Payment Terms and Financing Options

AGENDA ITEM NO. 12.

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows: Material ONLY orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive. SIS - creates a proposal and sends it to the customer / end-user for review. If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped to the customer. SIS - Customer is invoiced and pays SIS per the invoice. Turnkey orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer) Installation Vendor provides labor quote SIS - creates a turnkey proposal and sent to the Customer / End-user If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site) SIS - work order and customer work release forms are sent to installation vendor When the job is completed, the signed work order and customer work release are sent to SIS SIS - pays the installation vendor SIS - send the customer is invoiced and pays SIS per the invoice. Dealer Material ONLY The dealer sends the customer proposal for material and labor services (if needed). The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell) (Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide) Dealer PO must have the following information: - Sourcewell Member number and member name - Shaw Industries Contract # 121715 SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. Dealer is invoiced for Shaw material. We have four SIS points of contacts for different regions: - Melanie Taylor - Southeast, South Central, West Coast, HI & AK o Email: melanie.taylor@shawinc.com o Phone: 770-276-7502 - Rosio Hernandez - North Central, Northeast, and Northwest o Email: rosio.hernandez@shawinc.com o Phone: 770-276-7511 - Crystal Zachery - New York & Florida o Email: crystal.zachery@shawinc.com o Phone: 706-276-7509 - Farrah Finley - Canada o Email: farrah.finley@shawinc.com o Phone: 770-276-7505
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we do accept a P-card. There is a fee of 2%

Pricing and Delivery

AGENDA ITEM NO. 12.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract; however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Industry Specific Questions

AGENDA ITEM NO. 12.

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	We show our members how our products contribute to health, quality of life and wellbeing by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at https://shawinc.com/Newsroom#Sustainability-Reports
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	AGENDA ITEM NO. 12.
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.	
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.	
Section 8(A)	"A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	"A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	

Section 8(B)	"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter. Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract. In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."	"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter. Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible items purchased under this Contract in accordance with the terms of this Contract. In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date. Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "	AGENDA ITEM NO. 12.
Section 11	Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.	Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.	
Section 12	Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.	"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law. Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."	

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Members against any and all suits, claims, judgments, and costs recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.	AGENDA ITEM NO. 12.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2018 Berkshire Hathaway Inc.pdf - Friday August 02, 2019 14:29:07
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 07, 2019 15:41:29
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - SC PC PCC Warranties -.pdf - Wednesday August 07, 2019 10:47:26
- [Pricing](#) - Shaw Sourcewell Pricing 8-9-19.xlsx - Thursday August 08, 2019 14:59:00
- [Additional Document](#) - Sourcewell Exception . Modification (Shaw 8.2).xlsx - Thursday August 08, 2019 11:41:09

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer’s proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Chandler, Executive Vice President, Commercial Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed below addendum attachments (if applicable)	AGENDA ITEM NO. 12.
Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services Fri July 26 2019 02:21 PM	☒	--
Addendum_6_Flooring Materials with REalted Supplies and SErvices_RFP080819 Mon July 22 2019 01:46 PM	☒	--
Addendum_5_Flooring Materials with RElated Supplies and Services_RFP080819 Tue July 16 2019 04:11 PM	☒	--
Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819 Tue July 16 2019 08:49 AM	☒	--
Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819 Mon July 15 2019 03:56 PM	☒	--
Addendum_2_Flooring Materials with Related Supplies and Services_RFP_080819 Wed July 10 2019 03:01 PM	☒	--
Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819 Tue July 2 2019 03:34 PM	☒	--

**AMENDMENT #1
TO
CONTRACT #080819-SII**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Industries, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Flooring Materials, with Related Supplies and Services, to Sourcewell and its Participating Entities, effective November 1, 2019, through October 11, 2023 (Contract).

The parties wish to amend the following terms within the Contract:

Section 20. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 10/12/2022 | 8:04 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 10/12/2022 | 8:13 AM CDT

Shaw Industries, Inc.

DocuSigned by:
By: James L. Kirkpatrick
D88140FCEE7242B...
Darrien Munroe

Title: Treasurer / CFO

Date: 10/11/2022 | 2:09 PM PDT

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is by and between **Sourcewell; Shaw Industries, Inc.**, 616 East Walnut Avenue, Dalton, Georgia 30721 ("Shaw Industries"); and **Shaw Integrated and Turf Solutions, Inc. ("SITS")**.

Sourcewell has agreements with Shaw Industries to provide Flooring Materials, with Related Supplies and Services under Sourcewell Contract Number 080819-SII ("Original Contract").

Shaw Industries wishes to assign the Original Contract to SITS, a wholly owned subsidiary of Shaw Industries Group, Inc.

The Assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell.

ASSIGNMENT

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Shaw Industries wishes to assign to SITS all of Shaw Industries' rights, responsibilities, and other provisions set forth in the Original Contract, Sourcewell Contract Number 080819-SII.
3. SITS has obtained a copy of the Original Contract from Shaw Industries and certifies it will comply with the terms of the Original Contract as executed by Shaw Industries and Sourcewell. The parties agree this Assignment is unconditional and without recourse.
4. Shaw Industries and SITS jointly severally represent and warrant to Sourcewell that:
 - a. Shaw Industries is not in default of any of its obligations under the Original Contract.
 - b. SITS is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract.
 - c. Shaw Industries and SITS request consent from Sourcewell for this assignment.
 - d. SITS accepts assignment of the provisions of the Original Contract.

IN CONSIDERATION for the above, Sourcewell consents to the assignment.

Shaw Industries, Inc.

DocuSigned by:
By: James L. Kirkpatrick
D88140FCEE7242B...
Jim Kirkpatrick

Title: Treasurer / CFO

Date: 1/30/2023 | 12:33 PM PST

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:
By: James L. Kirkpatrick
D88140FCEE7242B...
Jim Kirkpatrick

Title: Vice President

Date: 1/30/2023 | 12:33 PM PST

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Director of Operations and Procurement/CPO

Date: 1/30/2023 | 3:22 PM CST

Sourcewell

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Executive Director/CEO

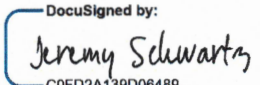
Date: 1/30/2023 | 3:28 PM CST

**CONTRACT EXTENSION****Contract Number: #080819-SII**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor) have entered into Contract #080819-SII for the procurement of Flooring Materials, with Related Supplies and Services. The Contract has an expiration date of October 11, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 11, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

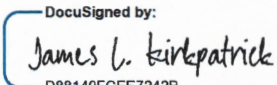
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz

Title: Chief Procurement Officer

6/15/2023 | 7:15 AM CDT

Date: _____

Shaw Industries, Inc.

DocuSigned by:

By: D8B140FCEE7242B...
James L Kirkpatrick

Title: Treasurer / CFO

6/21/2023 | 3:45 AM PDT

Date: _____



7761 N Ingram Avenue, Suite 109 Fresno, CA 93711 | flooring@coreinteriors.com
Core Business Interiors, Inc.

Sourcewell Contract: SHAW #080819

CUSTOMER: Stephen Frankanian
COMPANY: City of Clovis
ADDRESS: 1033 5th St
Clovis, CA 93612
TELEPHONE: (559) 317-8978
EMAIL: stephenf@ci.clovis.ca.us

DATE: September 14, 2023
PROJECT: City of Clovis Planning building
LOCATION: 1033 5th st
Clovis, CA 93612

MEASURED DATE: September 7, 2023

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		FLOORING REPLACEMENT @		
1,295	sq yds	Furniture Lift and carpet removal <i>Unforeseen difficulties in removing the existing flooring may require a change order for additional labor.</i>	\$ 34.61	\$ 44,819.95
1,295	sq yds	Furnish Carpet: Shaw Catalyst Tile: color: Tortoise shell	\$ 29.19	\$ 37,801.05
1,295	sq yds	Install Carpet:	\$ 12.39	\$ 16,045.05
1,295	sq yds	Carpet disposal:	\$ 2.81	\$ 3,638.95
1,295	sq yds	Furnish sundries (primer, seam sealer, floor patch, adhesives)	\$ 1.95	\$ 2,525.25
199	hrs	Minor Floor preparation services	\$ 95.59	\$ 19,022.41
1,881	lin ft	Furnish 4" rubber base: 4" Burke Black Brown	\$ 1.17	\$ 2,200.77
1,881	lin ft	Install 4" rubber base:	\$ 3.17	\$ 5,962.77
34	lin ft	Furnish transition: Burke 152, color: Black	\$ 1.50	\$ 51.00
34	lin ft	Install transition	\$ 5.95	\$ 202.30
1,295	sq yds	Freight Charge	\$ 3.25	\$ 4,208.75
2,590	sq yds	CARE state carpet fee	\$ 0.73	\$ 1,890.70
		Includes after hours work		
		EXCLUSIONS: Unless specified above: furniture and equipment moving, borders and inlays, wax or sealer at hard surface, final cleaning of newly installed flooring or adjacent surfaces, moisture treatment, and asbestos removal.		
SUBTOTAL				\$ 138,368.95
TAXABLE SUBTOTAL				\$ 46,217.02
SALES TAX RATE				7.975%
SALES TAX				\$ 3,685.81
TOTAL PRICE				\$ 142,054.76

- Freight charges are included in price unless specifically noted above.
- Terms are net 30 days. Deposit or progress payment may be required for materials.
- An additional 3% fee will be added to the proposal total for all credit card payments.
- The prices listed on this proposal are valid for a period of 6 months.
- If this proposal is accepted, please submit a signed purchase order.
- Payment or performance bonds are not included in price unless specifically noted above.
- All labor based on Prevailing Wage schedule.**
- Unless itemized on this proposal, Innovation Flooring, a division of CORE, is not responsible for the testing or treatment of concrete vapor emissions and alkalinity.
- Innovation Flooring, a division of CORE is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete, unless a moisture protection system was sold, and the failed area is below the manufacturer's limits.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.

SUBMITTED BY

John LeBlanc

TEL: (559) 439-8800

FAX: (559) 439-8804



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: November 6, 2023

SUBJECT: Police - Approval – Res. 23-__, Approve and Authorize the City Manager and Police Chief to Execute an MOU with the City of Fresno for the Organized Retail Theft Prevention Grant Program, and amend the Police Department Budget to reflect the award of \$6,068,700.00.

ATTACHMENTS: 1. Res. 23- __
2. Memorandum of Understanding

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to approve a resolution authorizing the Police Chief to execute a Memorandum of Understanding and Grant Cooperative Agreement with the City of Fresno and the Fresno Police Department and approve a resolution amending the Police Department budget to reflect the grant award of \$6,068,700.00.

EXECUTIVE SUMMARY

The Clovis Police Department and the Fresno Police Department partnered to apply for the Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant. After a competitive grant application process, the police departments have been awarded funding to address increasing retail theft crime in the City of Clovis and the Central Valley. This three-year grant will allow the police department to address the rising incidents of retail theft, vehicle theft, and vehicle accessory theft. Funds awarded through this grant will enable the Clovis Police Department to implement advanced surveillance technology and establish community education and awareness about organized retail theft. This funding will also provide resources to allow for high-impact enforcement details, more comprehensive investigations of retail theft and vehicle theft crimes, and design the necessary infrastructure to support intelligence systems that will provide shareable data to our regional partners.

BACKGROUND

In September of this year, the BSCC approved nearly \$270 million in grant funding to 38 law enforcement agencies to address the rising incidents of organized retail crime throughout the state. To address this issue regionally and secure more of this funding, the Clovis Police Department partnered with the Fresno Police Department to create the Fresno Metropolitan Area Organized Retail Theft Task Force. This partnership and the grant award will provide the City of Clovis with the needed resources to address rising retail and vehicle theft and protect public safety and our community. As a recipient of this grant, the department will establish a specialized task force dedicated to detecting, preventing, and prosecuting individuals and networks involved in organized theft.

FISCAL IMPACT

Approval and execution of the MOU will provide grant funding of \$6,068,700.00. These funds will be used to support the BSCC grant program objective to provide funding for staff and eligible costs incurred by the department. A resolution amending the police department budget is required. A Summary of Expenditures is attached.

REASON FOR RECOMMENDATION

A resolution from the City Council authorizing the Chief of Police to enter into an agreement with the City of Fresno is required. Approval to amend the FY 2023-2024 Police Department Budget to reflect the award of \$6,068,700.00.

ACTIONS FOLLOWING APPROVAL

Staff will submit the approved resolution and execute the agreement. After the Council's approval, the 2023-2024 Police Department Annual Budget will be amended as described.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager *AM*

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE BSCC MEMORANDUM OF
UNDERSTANDING AND GRANT AGREEMENT AND AMEND THE 2023-2024 POLICE
DEPARTMENT BUDGET**

WHEREAS, the City Council of the City of Clovis approved the 2023-2024 Budget on May 15, 2023, and

WHEREAS, the Police Department has been awarded \$6,068,700.00 from the Board of State and Community Corrections in cooperative agreement and partnership with the City of Fresno Police Department for the Metropolitan Area Organized Retail Theft Grant Program; and

WHEREAS, the Clovis Police Department desires to participate in the Fresno Metropolitan Area Organized Retail Theft Task Force, and

WHEREAS, the program is intended to enhance the collaborative effort between the Fresno Police Department and the City of Clovis Police Department in the implementation of the Fresno Metropolitan Area Organized Retail Task Force with the intent to work towards the mutual goals and objectives set forth by the BSCC, and that

WHEREAS, the City Council determines this agreement and expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis hereby authorizes the Chief of Police to execute Memorandum of Understand and Grant Agreement with the City of Fresno, Fresno Police Department, and

NOW THEREFORE, BE IT FURTHER RESOLVED by the City of Clovis that the 2023-2024 Budget be amended as provided in Attachment A, "Summary of Expenditures."

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 6, 2023, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 6, 2023

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$6,068,700
TOTAL DEPARTMENT	\$6,068,700

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$6,068,700
TOTAL FUND	\$6,068,700

All expenditures will be out of the grant budget 56300.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO and THE CITY OF CLOVIS**

BSCC Organized Retail Theft Prevention Grant Program

This Agreement, which incorporates Board of State and Community Corrections project number BSCC 1153-23 including Certifications and Assurances, is made and entered into this __ day of _____, 2023, by and between the City of Clovis, acting by and through its governing body, the City Council("CLOVIS"), and the City of Fresno, acting by and through its governing body, the City Council ("CITY"), witnesseth:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs/allocation of funds is dictated by the BSCC Organized Retail Theft Prevention Grant Program (hereinafter referred to as the "Program") award documents, and compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Program is intended to enhance the collaborative effort between the Fresno Police Department and the City of Clovis Police Department in the implementation of the Fresno Metropolitan Area Organized Retail Task Force with the intent to work together towards the mutual goal of creating a collaborative task force with the primary objective of combating and aggressively prosecuting Organized Retail Theft (ORT) offenders.

WHEREAS, the CITY, and agree to comply with all requirements of the Program, and in accordance with all applicable statutes, regulations, OMB circulars, and guidelines.

WHEREAS, the CITY and believe that implementation of the Program as described herein will further the above goal, and to this end agree to coordinate reference herein.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, and CITY agree as follows:

Section 1.

The CITY and CLOVIS have agreed that the CITY will act as Fiscal Agent for purposes of the BSCC Organized Retail Theft Prevention Grant Program. The CITY and CLOVIS have agreed neither party will seek costs associated with administering Program funds. Contingent upon funding being available, CITY agrees to allocate funding to the in the amount of \$1,268,100 each year during the performance period of the grant, not to exceed \$6,068,700 in grant funds allocated to the throughout the three-year term of this Agreement. The allocation of grant funds is further shown in Exhibit A.

Section 2.

CITY and CLOVIS agree to use funds for the investigation and prosecution of Organized Retail Theft, catalytic convertor theft, and vehicle theft at all levels until expiration of the Program term, whereupon any unused funds shall be remitted to the State of California Board of State and Community Corrections, consistent with Program requirements.

Section 3.

CITY shall indemnify, hold harmless and defend and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by , CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

Section 4.

The term of this Agreement shall begin on October 1, 2023, and shall end on June 1, 2027.

Section 5.

The CITY and agree to comply with all requirements of the FY 2024 Organized Retail Theft Prevention grant program (42 U.S.C. 3751(a)), and in accordance with all applicable statutes, regulations, Office of Management and Budget ("OMB") Circulars, and guidelines, including the BSCC Grant Administration Guide. COUNTY agrees to provide the CITY, as Fiscal Agent, with all required financial reporting within 30 days after the end of each quarter and quarterly programmatic reporting information no later than the 30 days following the end of each quarter, in a format approved by the CITY.

Section 6.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall

be solely responsible and save the other party harmless from all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters. Further and without limitation, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement.

Section 10.

Each party shall, at any time during business hours, and as often as each party may reasonably deem necessary, make available to each other for examination all of its records and data, with respect to the matters covered by this Agreement, for a period of three years following the close-out of the 2024 Organized Retail Theft Prevention grant program.

Section 11.

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

Section 12.

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

Section 13.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

Section 14.

Each party represents that it and the person signing on its behalf has full authority to execute and enter into this Agreement.

Section 15.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties hereto according to its terms and conditions.

This Agreement is subject to ratification by the approval of the Fresno City Council, and the Clovis City Council.

///

///

///

///

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

By: _____
Georgeanne White, City Manager
City of Fresno

By: _____
Paco Balderrama, Chief of Police
Fresno Police Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Date
Deputy City Attorney

Address:
City of Fresno
Attn: Chief Paco Balderrama
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CITY OF CLOVIS

By: _____
Curt Fleming, Chief of Police
Clovis Police Department

ATTEST:

Clerk of the
City of Clovis

By: _____
Karey Cha, City Clerk
City of Clovis

Exhibit A

BSCC Organized Retail Theft Prevention Grant Program

CITY OF CLOVIS POLICE DEPARTMENT

PROGRAM BUDGET



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: November 6, 2023

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a TYMCO Model 600 Street Sweeper off the HGAC Cooperative Purchasing Contract from TYMCO, Inc., in the Amount of \$537,974.64.

ATTACHMENTS: None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to waive formal bidding requirements and authorize the purchase of a TYMCO Model 600 street sweeper from TYMCO, Inc., in the amount of \$537,974.64, including tax and freight.

EXECUTIVE SUMMARY

There are funds in this fiscal year's Fleet Renewal budget to purchase a TYMCO Model 600 street sweeper for the Public Utilities Department's Solid Waste Division. The existing equipment is scheduled to be replaced due to its age. The competitively bid contract price of \$537,974.64 is from TYMCO, Inc., using the HGAC Purchasing Contract. The new vehicle will meet all emissions requirements.

HGAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to the Texas Interlocal Cooperation Act (Texas Local Government Code, Title 7, Chapter 791). The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Member (local governments and certain non-profits) and HGACBuy, and gives the Member access to HGACBuy contracts. HGAC has established Interlocal Contracts with thousands of Members throughout Texas and across the United States.

BACKGROUND

The recommended equipment is available through the HGAC Cooperative Purchasing Contract that allows for manufacturers like TYMCO to respond to a Request for Proposals (RFP) that covers a large group of government buyers, and it allows a large group of government buyers with similar interests to leverage their buying power to obtain government-only discounts on products.

The Fleet Fund includes a vehicle and equipment replacement program where the different divisions within City departments budget for and contribute a set amount of money annually for the future scheduled replacement of a vehicle or piece of equipment. This allows each department, and the divisions within each department, to financially plan for the large capital expense of purchasing new vehicles and equipment that need to be replaced due to age, wear and tear, or to meet regulatory requirements. Depending on the condition and need of the vehicle or equipment being replaced, it will be moved from front-line operation and may be kept as a back-up, or it will be auctioned off in the City's vehicle and equipment surplus program.

FISCAL IMPACT

Funds were included in the 2023-2024 Fleet Capital Acquisition budget, often referred to as the Fleet Renewal or Fleet Replacement budget. The Solid Waste Division has provided the necessary funds for purchase of the equipment.

REASON FOR RECOMMENDATION

The existing street sweeper has been in service for over 7 years and is scheduled for replacement. Sufficient funds have been collected for replacement equipment. Staff has evaluated the available equipment and have determined that it meets the needs of the Public Utilities Department's Solid Waste Division. The proposed method of purchasing the equipment is cost-effective and funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Jim Stringfield, Fleet Manager

Reviewed by: City Manager *AK*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 6, 2023

SUBJECT: Consider Approval - Confirmation of City Manager's Appointment of Fire Chief.

Staff: John Holt, City Manager

Recommendation: Confirm Appointment

ATTACHMENTS: 1. None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

Consider confirmation of the City Manager's appointment of Chris Ekk as Fire Chief effective November 16, 2023.

EXECUTIVE SUMMARY

Chief Ekk has more than 23 years of experience working in the fire service, including four years as Fire Chief of the Hanford Fire Department. Chief Ekk joined the Clovis Fire Department in 2019 as the Deputy Fire Chief and has served as the Interim Fire Chief since June 2023, following the retirement of Chief John Binaski.

In his new role, Chief Ekk will oversee a staff of 77 employees including firefighters, fire prevention officers, and administration. In addition to leading the vital work of fire suppression and prevention, Chief Ekk will supervise the rebuilding of Fire Station 2. The Clovis Fire Department is responsible for providing services to Clovis residents related to Fire Suppression, Technical Rescue, Hazardous Materials Spill/Release Mitigation, Emergency Medical Services (EMS), Life Safety and Fire Code Enforcement Services, and Emergency Preparedness.

In his current position, he has excelled in being a collaborative leader that partners with City Departments and a variety of stakeholders to achieve success for the City as a whole. This has prepared him for this appointment. Based on this, the City Manager has determined that Chief Ekk is well qualified and prepared for this position, and has made the appointment as Fire Chief, subject to City Council confirmation, effective November 16, 2023.

FISCAL IMPACT

The City has budgeted sufficient funds for this position.

REASON FOR RECOMMENDATION

Pursuant to Clovis Municipal Code, Chapter 2.2.103(b)(2), the City Council must confirm appointment of all heads of departments made by the City Manager.

ACTIONS FOLLOWING APPROVAL

The City Manager will follow up with any appropriate action as directed by the City Council.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: November 6, 2023

SUBJECT: Conduct Public Hearing and Close Election Regarding an Assessment Increase in Landscape Maintenance District No. 1, Benefit Zones 2 and 5.

Staff: Paul Armendariz, Assistant Public Utilities Director and Eric Aller, Parks Manager

Recommendation: Approve

ATTACHMENTS: 1. Election Diagram Map: Benefit Zone 2
2. Election Diagram Map: Benefit Zone 5

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

1. Conduct a public hearing to receive testimony regarding the proposed assessment increase in Benefit Zone 2 and Zone 5 within Landscape Maintenance District No. 1; and
2. Accept ballots for the assessment increase election until the close of the public hearing; and
3. State that the ballots will be tabulated on November 7, 2023 (and November 8, 2023 if an additional day is needed) in the City of Clovis Police and Fire Headquarters located at 1233 Fifth Street starting at 8:00 AM, and that any interested person may attend and watch the tabulation process; and
4. State that the results of the ballot tabulation will be declared at the City Council meeting held on November 13, 2023.

EXECUTIVE SUMMARY

On August 21, 2023, Clovis City Council authorized an election to increase the assessments in Zone 2 and Zone 5 for the fiscal year 2024/25 levy. Ballots have been mailed to all affected

property owners with instructions that they must be returned by mail by 5:00 PM on November 6, 2023, or in person by the close of the public hearing to be held at the November 6, 2023 City Council meeting. This public hearing is being held to hear all public comments regarding the proposed increases to LMD assessments and to close the election at the end of the hearing. The ballots will be tabulated in the Police and Fire Headquarters beginning at 8:00 AM on November 7, 2023, and tabulation will be continued on November 8, 2023 if there is a need for an additional day. Any interested parties may attend and observe the tabulation. The results of the election will be reported back to Council at the City Council meeting on November 13, 2023.

Clovis Landscape Maintenance District (LMD) No. 1 is comprised of 51 Benefit Zones that consist of parks, trails, street-side landscaping, neighborhood monuments, lighting, and neighborhood roundabouts that benefit the properties within each of the zones. The properties in each zone are assessed to provide funding for landscape maintenance and the repair and replacement of monuments, lights, irrigation systems, and park amenities. Annually, City staff analyzes the revenues, expenses, and reserves of each Landscape Benefit Zone to determine assessment rates.

Benefit Zone 2 includes the street-side and street median landscaping located generally south of Herndon Avenue between Locan Avenue and Sunnyside Avenue. A map showing the properties assessed in Zone 2 is included as Attachment 1. The rates in Zone 2 have not increased since the previous election in 2018. Over the past few years, expenditures have exceeded revenue in Zone 2. It is recommended to increase the existing annual rate for residential parcels by \$23.06, from \$99.94 to \$123.00.

Benefit Zone 5 includes parks located generally south of Herndon Avenue between Locan Avenue and Sunnyside Avenue. A map showing the properties assessed in Zone 5 is included as Attachment 2. The rates in Zone 5 have not increased since the Proposition 218 election in 2013. Over the past several years, expenditures have exceeded revenue in Zone 5. In 2016 and 2022, rate increase elections were conducted but failed by a narrow margin on both occasions. As a result, services were reduced to keep the fund balance from continuing to decline. The playground structures are an average of 17 years old, with one being over 29 years old. It is recommended to increase the existing annual rate for residential parcels by \$25.14, from \$50.10 to \$75.24. This would allow sufficient funds to restore maintenance levels and replace the oldest playground structures.

BACKGROUND

There are currently 51 Benefit Zones within Landscape Maintenance District (LMD) No.1. These Benefit Zones were established to provide funding for specific landscape and lighting benefits throughout the City. The properties that receive a specific benefit from those improvements are assessed in proportion to the benefit they receive. Benefit Zones 1, 2, and 3 fund the City's LMD street-side, street median, and LMD trail landscaping. Benefit Zones 4, 5, and 6 fund the City's LMD parks. Benefit Zones 7 through 49 are neighborhood-specific and include decorative neighborhood entries and/or decorative street lighting. Benefit Zone 11 is no longer used. Benefit Zones Southeast (SE) and Northwest (NW) are unique in that the one zone funds all street landscaping, parks, and decorative features. Benefit Zone SE is Loma Vista and is generally

located south of Bullard Avenue and east of Locan Avenue. Benefit Zone NW is Heritage Grove and is located north of Shepherd Avenue.

The assessments for LMD Benefit Zones 1 through 6 do not have an annual escalation factor because not all properties within these zones include an escalation authority in their property covenants. The assessments for LMD Benefit Zones 7 through NW include an annual escalation factor equal to the Consumer Price Index Increase (CPI) plus 2%. If assessments need to increase in Zones 1 through 6, or if they need to increase more than CPI plus 2% in the other zones, it is necessary to hold an election by the affected property owners. The balloting is conducted per Proposition 218. Election results are determined by a simple majority of returned ballots, weighted by proposed assessment. Benefit zones are tabulated separately, and each benefit zone stands on its own.

As required under Proposition 218, the public hearing to close the assessment election was advertised in the Business Journal not less than ten (10) days prior to this hearing. Advertisement for the public hearing was also posted on social media. Ballots were mailed to the affected property owners not less than forty-five (45) days prior to this Public Hearing and may be returned up to the close of the public hearing.

FISCAL IMPACT

There is no impact to the general fund. Costs will be paid by the LMD.

REASON FOR RECOMMENDATION

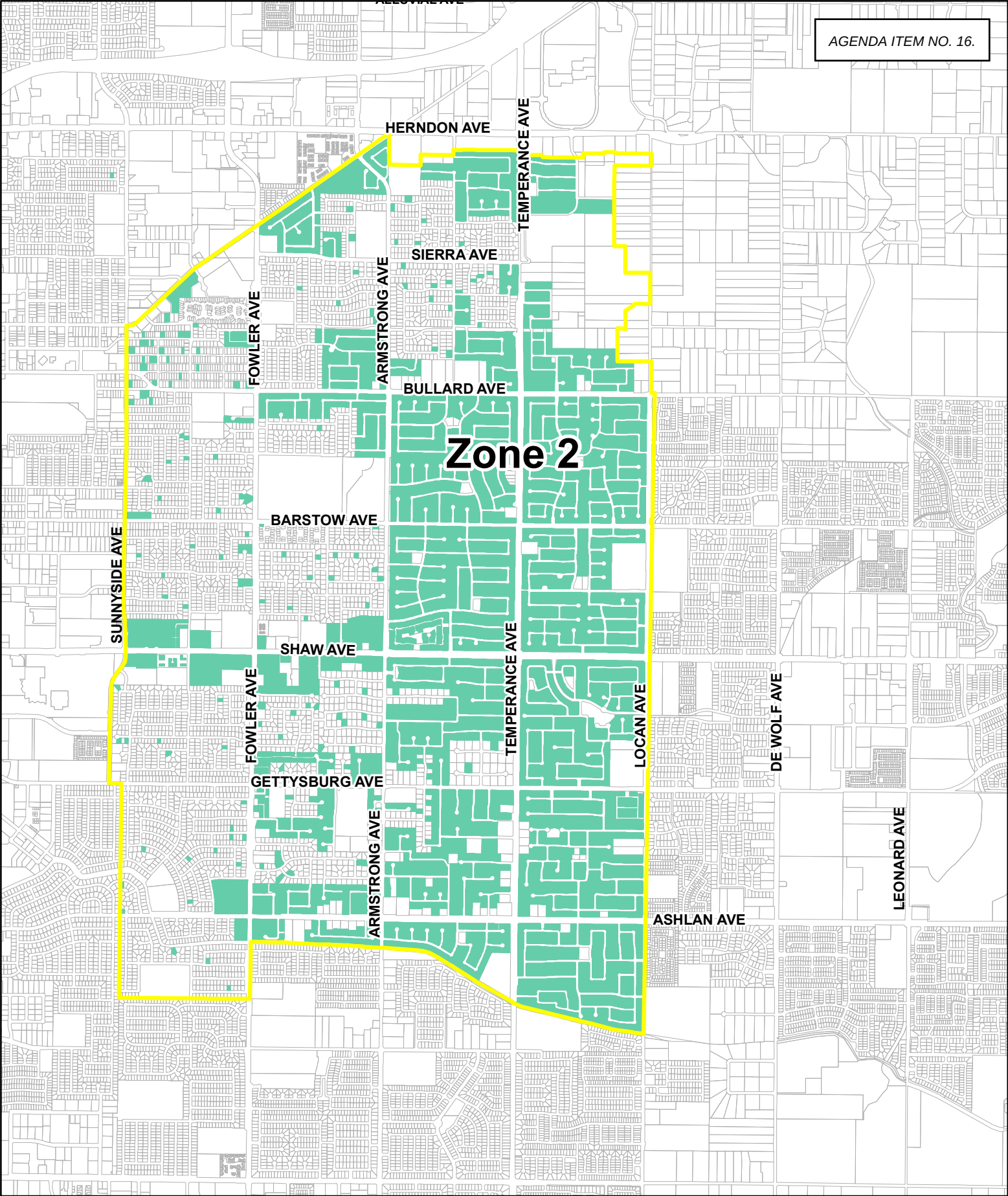
As required by law, the City Council must conduct a public hearing to allow the public to be heard regarding the assessment ballots as well as authorized staff in order to begin the ballot tabulation process.

ACTIONS FOLLOWING APPROVAL

The ballots cast during the election process, including the ballots turned in at this public hearing, will be tabulated on November 7, 2023 (and November 8, 2023, if needed) in the Police and Fire Headquarters located at 1233 Fifth Street, Clovis, CA 93612, beginning at 8:00 AM each day. The results of the election will be presented to City Council on November 13, 2023.

Prepared by: Eric Aller, Parks Manager

Reviewed by: City Manager JA

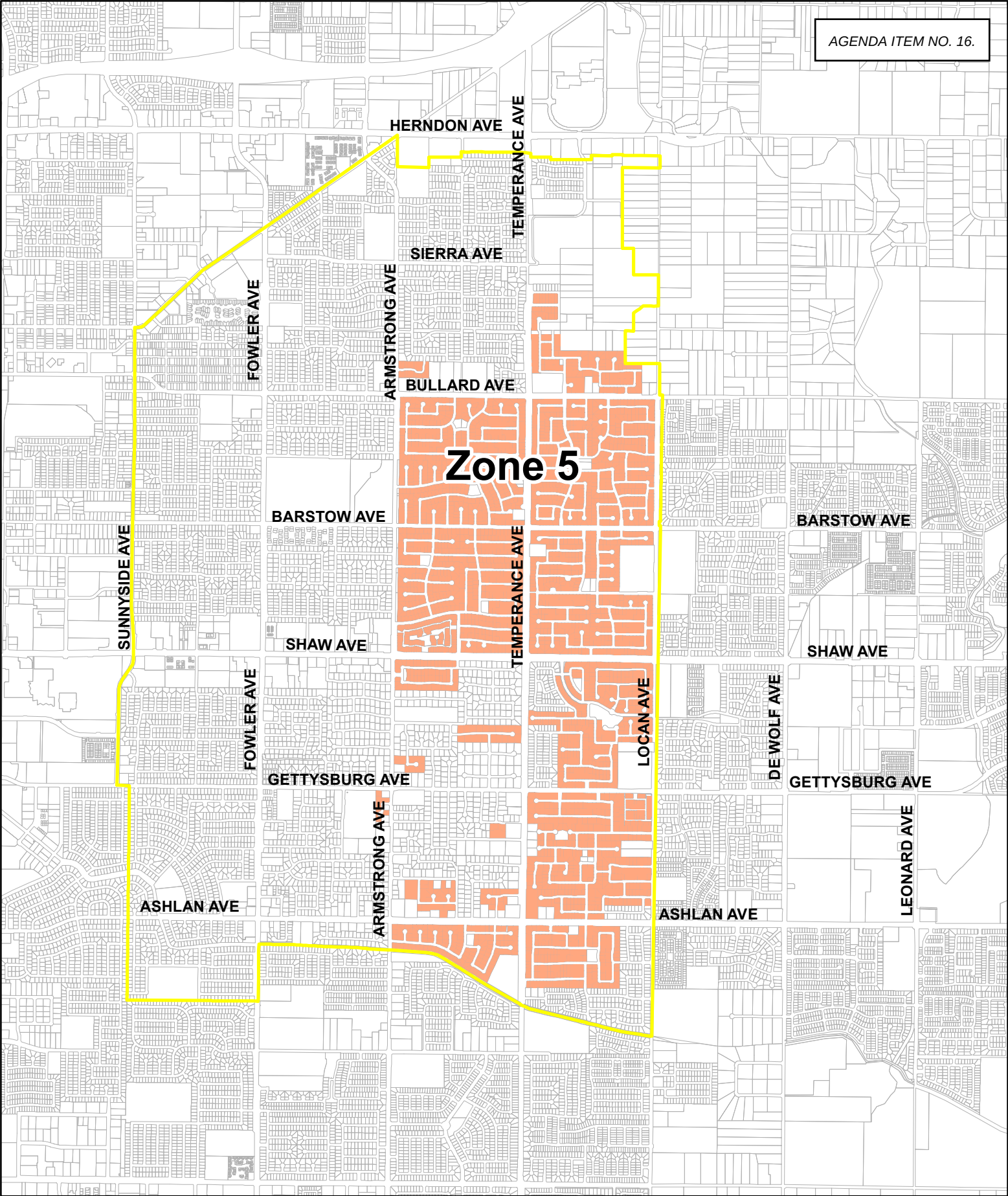


Zone 2



LMD Zone 2

- GENERAL ZONE 2 BOUNDARY
- ASSESSED PARCELS



LMD Zone 5

-  PARK ZONE 5 BOUNDARY
-  ASSESSED PARCELS



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 6, 2023

SUBJECT: Consider Various Items Associated with Blackhorse Assessment District (Area 1 - Renaissance):

- a. Receive and File - Update on Blackhorse Assessment District (Area 1 - Renaissance).
- b. Consider Options and Process to Potentially Dissolve (Area 1 - Renaissance) of Blackhorse Assessment District.
- c. Consider Approval – Directing Staff to Perform a Property Owner Protest Balloting Proceeding for Area 1 of the Benefit Assessment District 95-1 (Blackhorse Estates) for the 2024-25 Fiscal Year.

Staff: Sean Smith, Supervising Civil Engineer
Recommendation: Approve

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

1. Receive and File - Update on Blackhorse Assessment District (Area 1 - Renaissance).
2. Consider Options and Process to Potentially Dissolve (Area 1 - Renaissance) of Blackhorse Assessment District.
3. Consider Approval – Directing Staff to Perform a Property Owner Protest Balloting Proceeding for Area 1 of the Benefit Assessment District 95-1 (Blackhorse Estates) for the 2024-25 Fiscal Year.

EXECUTIVE SUMMARY

On May 1, 1995, the City Council of the City of Clovis approved Resolution No. 95-42 forming the maintenance Assessment District (AD) 95-1 (the "District") within Tract 4299A comprised of the Blackhorse Estates development. Blackhorse Estates is divided into two areas, Area 1 has 45 homes and is known as the Renaissance neighborhood and Area 2 has 81 homes and is known as the Country View neighborhood, for a total of 126 homes. Each Area is a gated community where each home is assessed an annual amount to pay for maintenance of the street and landscaping facilities, including sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, median island landscaping, drainage inlets and streetlights benefitting the homes within the District.

On June 19, 2023, City Council tabulated the ballots of a Proposition 218 assessment increase protest vote from the owners of Area 1 and approved the latest annual Engineer's Report for the entire District. The result of the tabulated ballots from Area 1 was in opposition to the proposed increase in the assessment rate and has resulted in a decrease in the levels of service provided to Area 1 in the areas of both street sweeping and landscape maintenance. After the ballots were counted, Council asked the owners to research and consider establishing a Homeowners Association (HOA) for Area 1. Staff was also directed to complete some items and report to the City Council on the following:

1. Continue working on the financial information provided to the property owners.
2. Research options to unwind (dissolve) the Benefit Assessment District for Area 1 - Renaissance.

A neighborhood meeting was held September 26, 2023, in the Council Chambers to provide staff and owners the opportunity to share their findings. It was well attended with 18 of the 45 properties represented in person. The sentiment from the residents present was to keep the District, not establish a HOA, and they requested another Prop. 218 assessment increase vote. As a show of support, the residents passed around a petition and collected 36 signatures prior to the neighborhood meeting. The petition reads, "I support another vote regarding an assessment increase and would support an assessment increase of up to \$300 to restore services (street sweeping and landscape maintenance) and to maintain our assessment district."

At the same neighborhood meeting, staff presented the results of the collaborative efforts of staff from the City Attorney's office, Public Utilities, and Planning and Development Services. The most noticeable changes to Area 1 if the Benefit Assessment District is dissolved and the Renaissance neighborhood becomes a public neighborhood would be no more payments of the annual assessments, the addition of street sweeping, removal of entrance features (entrance gates and landscaping near the entrances), and a change in the landscaping. Staff also presented those present with the idea of a future Prop. 218 vote, including establishing a schedule of the proposed annual assessments for a 5-year period. Those that offered an opinion at the meeting seemed to support the idea and the ability to adjust their personal budgets to a schedule of fixed assessment adjustments.

The City Attorney's office researched the procedures necessary to dissolve Area 1 and provided staff with a recommended course of action. The procedures would include a noticed public hearing in which public input is considered before Council decides whether or not to vote to dissolve Area 1. The resolution presented to Council at that public hearing would state that the current assessment and services would continue through the end of the fiscal year (June 30) as funds allow, and the Benefit Assessment District would be dissolved effective on July 1, 2024.

BACKGROUND

The District provides maintenance services for a gated community located at the southeast corner of Alluvial and Minnewawa Avenues and was created under the provisions of the Benefit Assessment Act of 1982. The maintenance services provided include sidewalks, curbs and gutters, street pavement, valley gutters, entrance control gates, median islands and landscaping, drainage inlets and streetlights within the District. The maintenance services are funded by annual assessments imposed on each parcel by the City and paid by the property owners. The annual assessments are approved at a public hearing following presentation of an annual Engineer's Report that includes detailed information about the estimated annual maintenance costs and revenue needed to provide the annual maintenance services.

The purpose of the District is to provide all the necessary street maintenance activities within the subdivision including gated entries and exits. The streets and gate systems are privately owned. All maintenance within the District is performed on a contractual basis, utilizing private contractors, and funded by the District assessments. All administrative coordination is performed by Regency Property Management who is contracted by the City on behalf of the District and funded from the assessments.

History

Benefit Assessment District 1995-1 was formed in 1995 to provide a funding source for the maintenance of the private streets within the subdivision as a result of the desire of the developer and some prospective homeowners in the subdivision to have security gates.

The first phase of the subdivision (Tract 4299) had already originally recorded as a conventional subdivision with public streets and no gates at the entrances and exits. After the subdivision map was recorded the developer decided that he wanted the community to be gated but did not want to undertake the significant process to establish a Homeowner's Association (HOA) at that late stage of the development process and requested the City's assistance in finding a way to provide security gates at the entrances and exits without having to form an HOA. In order for any subdivision or any other development to be gated, the streets or areas behind the gates must be privately owned. With no HOA in place and no desire to form an HOA for the subdivision, the City provided a way to accommodate the developer's request as follows:

- Streets within the subdivision were abandoned by the City, meaning they were no longer City-owned and maintained streets.
- A new Subdivision map was recorded (Tract 4299A) providing for each individual parcel to include ownership of the property to the centerline of the streets.
- Public utility easements were retained by the City for the installed sewer and water systems.

- An irrevocable offer of dedication of the streets was provided to the City so that the City could reclaim the streets as public City-owned and maintained streets should that become necessary in the future.
- Assessment District 95-1 was formed so that the parcels within the subdivision would pay annual assessments necessary to provide funds to pay for the costs of maintaining the private streets, landscaping, gates, etc.

Differences between an Assessment District and a HOA

Some of the most pertinent differences between an Assessment District and a HOA involve the management of the funds. With this District, the owners pay annual assessments as part of their annual property tax bill. The County collects the assessments and pays the assessments to the City, and the City holds the funds and manages the funds subject to applicable Benefit Assessment Act law. It is important to note that public funds (other City funds) cannot be used for the District maintenance and operations because the District was established to maintain privately owned improvements from the assessments collected by the parcels benefitted by those improvements. Any proposed increase in the assessments is required to be put to a vote of the owners in accordance with Prop 218. In contrast, a HOA is governed by covenants, conditions, and restrictions (CCRs) recorded against the parcels and bylaws adopted by the HOA. California Civil Code provides a HOA with the ability to increase assessments by up to 20% annually without a vote of their membership. As a comparison, the District's assessments since formation have averaged an annual increase of approximately 5% in both Area 1 and Area 2, although not increased on an annual basis.

Maintenance

The intent of the maintenance district is to provide all the necessary street and landscape maintenance activities in the subdivision. Because the streets, entrance gates, and landscape improvements are private, no public funds may be expended on maintenance activities and no City crews may be utilized for street maintenance activities. All maintenance within the district is to be performed on a contractual basis, utilizing private contractors, and funded by district assessments. All administrative coordination is to be performed by a private management firm contracted by the City on behalf of the district and funded from the assessments. The management firm is to be responsible for the street maintenance activities including the following:

- Repair of damaged concrete facilities such as sidewalks, curb and gutter, and valley gutters.
- Maintenance of entry gates including repair or replacement of damaged gates, repair of opening mechanisms, repair of entry communication facilities, operational maintenance (painting, lubrication, etc.).
- Periodic Street Sweeping.
- Landscape Maintenance of entry features and entry medians.
- Pavement maintenance, including pothole patching and any necessary pavement striping or stenciling.
- Pavement preventative maintenance including seal coats and overlays.
- Coordination and resolution of complaints from residents regarding street conditions such as cleaning, surface drainage, etc.

Perpetual City Responsibilities

- As originally envisioned, the City was responsible for the annual administration of the Benefit Assessment District, and it was anticipated that these duties would be limited to the following:
- Noticing of tract residents of the annual assessment hearing.
- Convening an annual public hearing to consider approval of the annual district assessments, including increased assessments supported by estimated expenses identified in the annual Engineer's Report.
- Collecting the assessments and minimal financial overview of expenditures to assure fiduciary responsibility (general accounting to be provided by district management firm hired by the City on behalf of the district).
- Administrative review of the annual assessment report (Engineer's Report).
- Forwarding occasional service requests received by the City to the management company for resolution.

Current Status

When the original district was formed in 1995, the ability to raise revenue by increasing annual assessments simply required the annual Engineer's Report to show the estimated projected maintenance expenditures for the next year and City Council approval of the annual assessments reflected in the Engineer's Report following a City Council public hearing. However, only a year after this District was formed Proposition 218 was approved by the California voters in November 1996 as a statewide local government finance reform measure. This new law (which was unforeseen at the time this District was established) placed additional procedures and constraints on the City's ability to increase annual assessments needed to provide the amenities and maintenance desired and envisioned by the developer and property owners in 1995 when the District was formed.

Over the years since 1996, the property owners within the District have successfully protested several proposed assessment increases in accordance with the majority protest proceedings required by Proposition 218, and the City has been unable to approve increased assessments when the property owner protests have been successful. As a result, the annual assessments have remained the same for many years since 1996, and the revenue raised by the annual assessments has fallen short of the funds needed to provide the desired maintenance at the same levels as 15-20 years ago, and preventative maintenance activities had been put off due to insufficient funding. The fund balances finally reached levels adequate to fund the slurry seal project and it was completed in 2022.

Area 1

The last increase to the Area 1 assessments was 2021. Since that time, the cost for routine maintenance has risen significantly. With these increased costs and the slurry seal project, which also cost more than anticipated, the fund for Area 1 has been depleted well below the desired operating reserves. The Area 1 budget is in a critical condition with the current assessment amount not allowing for setting aside even a small amount for reserves and requiring a reduction of landscape maintenance services to allow for funds to be used to maintain and retain the entrance gates, which the property owners have indicated (both verbally at meetings and by email) are the most important feature of Area 1.

FISCAL IMPACT

1. Conducting a Prop. 218 increased assessment protest proceeding involves additional time from the Property Management, the District Engineer, and the City that will come at a cost to Area 1. The costs are directly related to the additional time and resources needed to complete the Prop. 218 proceeding (including preparing the Engineer's Report and preparing the necessary assessment ballots and mailings to the property owners). The additional costs for last year's proposed assessment increase protest proceeding totaled roughly \$5,000.
2. Area 1 will be financially insolvent by the end of the current fiscal year without an adequate increase in the annual assessment for Fiscal Year 2024-25.

REASON FOR RECOMMENDATION

Staff requests approval to perform a property owner protest proceeding for Area 1 of the Benefit Assessment District 95-1 (Blackhorse Estates) for the 2024-25 Fiscal Year to consider approval of increased annual assessments that, if approved, will allow for increases in the current level of maintenance services for Area 1.

ACTIONS FOLLOWING APPROVAL

1. Staff will prepare a draft Engineer's Report.
2. Staff will return to Council with a Resolution in January 2024 declaring the intention to levy and collect increased assessments for Fiscal Year 2024-25.

Prepared by: Sean Smith, Supervising Civil Engineer

Reviewed by: City Manager JS





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: November 6, 2023
 SUBJECT: Consider Approval – Adoption of City Council Protocols.

Staff: John Holt, City Manager
Recommendation: Consider Adoption

ATTACHMENTS: 1. Draft City Council Protocols

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

RECOMMENDATION

For the City Council to consider the adoption of City Council Protocols.

EXECUTIVE SUMMARY

At the City Council meeting of September 11, 2023, City Council took the following action: Motion by Councilmember Mouanoutoua, seconded by Councilmember Pearce that the Council consider Council Protocols at a future meeting addressing the following three topics: the development of City Council meeting agendas and how Councilmembers may request items to be placed on an agenda; issuance and approval of Proclamations; and the role of the Mayor. Motion carried 3-2 with Councilmember Basgall and Mayor Ashbeck voting no. This item was presented to Council on October 9, 2023. After discussion, it was the consensus of City Council to direct staff to make the recommended edits and bring the item back to Council in November 2023.

Staff has prepared the attached draft Protocols for Council consideration and included the direction received from the October 9, 2023, Council meeting. Please note the draft Protocols include a section addressing Councilmember use of City letterhead and the City seal which is the policy approved by the City Council on May 15, 2017. That section has been included so that if City Council Protocols are approved, the policy for use of City letterhead and the City seal by Councilmembers is included in the approved City Council Protocols for easy future reference.

Staff also added a section on communications with staff in an effort to memorialize the Council – Manager form of governance that the City operates under.

A summary of the recommended changes are below by section:

I. Role of the Mayor

- No changes
- Comment: Suggestion to address the Mayor rotation practice.

II. Communications with Staff

- Add: Council should copy City Manager if e-mailing other City staff
- Add: a definition of what is considered “Significant in Nature” and when a request from a Councilmember needs to be brought back to Council for direction.

III. Agenda Preparation

- No changes

IV. How a Councilmember may have items placed on the agenda

- Remove: The word “or” for an urgent Councilmember requested item.
- Confirmed: Use council comment section for Councilmember asking to place a non-urgent item on the agenda.
- Comment: May want to handle legislation/positions in a different manner.

V. Placement of Proclamations on an Agenda

- No vote desired on the issuance of a proclamation.
- Ability to provide outside of a Council Meeting.
- Continue the past practice.

VI. Certificates of Recognition

- Continue offering certificates of recognition.
- Define difference between proclamation (formal) vs. certificates of recognition (informal).

VII. Waiver; Amendment; Rescission of Protocols

- No changes

VIII. City Letterhead and City Seal Use Policy

- No changes

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

After discussion on October 9, 2023, it was the consensus of the City Council to direct staff to make the recommended edits and bring the item back to Council in November 2023.

ACTIONS FOLLOWING APPROVAL

Staff will implement Council direction.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*

CITY OF CLOVIS
CITY COUNCIL PROTOCOLS

I. Role of the Mayor

The Clovis City Council is composed of five Councilmembers who are directly elected by the voters of the City to each serve a four-year term. The Mayor is not directly elected by the voters. The City Council elects the Mayor and Mayor Pro Tem following each municipal election to serve in those roles for a two-year term. The role of the Mayor is primarily ceremonial in nature. Although not granted special or additional decision-making powers, the Mayor represents the City in ceremonial and official affairs. In the Mayor's absence, the Mayor Pro Tem represents the City in ceremonial and official affairs. In the absence of both the Mayor and Mayor Pro Tem, any member of the council may represent the City in all ceremonial and official affairs.

The Mayor is the presiding officer at City Council meetings, but the Mayor has no veto power and the Mayor's vote does not carry any more weight than other Council Members. As presiding officer, the Mayor shall call City Council meetings to order, announce the order of business as detailed on the agenda, call for or make motions, call for votes and announce the result of all votes of the City Council, facilitate, and monitor discussions, maintain order, and enforce the City Council's rules and procedures.

When the Mayor is absent from a City Council meeting, the Mayor Pro Tem shall preside and serve the role of the Mayor for that meeting. If the Mayor and Mayor Pro Tem are absent from any City Council meeting, the most senior member of the City Council from among the three Councilmembers attending the meeting, as determined by years of service on the Council or, if equal, by the number of votes received in the municipal election in which they were elected, shall serve as the presiding officer and serve the role of the Mayor for that meeting.

The Mayor's duties include, without limitation, signing all ordinances, resolutions, and other records of proceedings approved by a majority of the City Council. This is a ministerial function only. The Mayor Pro Tem shall serve in the capacity of the Mayor during any absence, incapacitation, inability, or unwillingness of the Mayor to carry out the ministerial functions.

II. Communications with Staff

As a city operating under the Council-Manager form of government, direction to the City Manager must come from a majority of the City Council at a City Council meeting or as a result of action approved by a majority of the City Council at a City Council meeting. No individual direction of the City Manager or staff is authorized.

City Councilmembers are encouraged to contact the City Manager directly to ask questions for clarification or to request information. The City Manager will engage appropriate Staff as necessary to fulfill a request. Staff may respond to the City Manager

or respond directly to the Councilmember and copy the City Manager. A Councilmember may also contact Staff directly with questions or seeking information. If a Councilmember does contact staff directly, the Councilmember shall copy the City Manager. Staff will copy any response to the City Manager. Having the City Manager aware of the request and response allows him/her to determine if the information needs to be shared with all Councilmembers.

No Councilmember, including the Mayor and Mayor Pro Tem, has authority to individually or collectively direct the City Manager or staff to initiate any action, change a course of action or policy, or prepare any study or report that is significant in nature (requiring more than three (3) hours of staff time or the use or expenditure of City resources, materials, or funds that have not been budgeted for such use or expenditure), nor shall a Councilmember initiate any project or study using or requiring the use of City resources that have not been budgeted for such purpose without the approval of a majority of the City Council at a City Council meeting.

Any Councilmember wishing to have staff initiate any action, change a course of action or policy, or prepare any study or report that is significant in nature, may, during Council Comments at a City Council meeting, request that the item be placed on a future City Council meeting agenda. If a majority of the City Council approves the request, the City Manager will include the item on a future agenda.

III. City Council Meeting Agenda Preparation

The City Clerk, in working with the City Manager, has overall responsibility for the creation of the City Council meeting agenda. Each City department shall work with the City Clerk to schedule an item to be heard by the City Council. The agenda must be posted at least 72 hours prior to a scheduled regular City Council meeting. The agenda for City Council meetings may include a variety of items that are relevant to and necessary for the governance and administration of the City as determined by the City Manager. An example of a standard agenda is provided as Exhibit (A).

Except as otherwise provided in these Protocols, no Councilmember, including the Mayor and Mayor Pro Tem, has authority to individually direct the City Manager or City Clerk to place an item on an agenda. The specific items on the agenda may vary from one meeting to the next, but generally fall into the following categories:

1. Call to Order, Flag Salute, and Roll Call
2. Presentations / Proclamations
3. Public Comments
4. Ordinances and Resolutions
5. Consent Calendar
6. Public Hearings

7. Correspondence
8. Administrative Items
9. Council Items
10. City Manager Comments
11. Council Comments
12. Closed Session (including reconvening into open session for any report from closed session)
13. Adjournment

IV. How City Councilmembers May Have Items Placed on City Council Meeting Agendas:

~~4-A.~~ Any Councilmember may contact the City Manager and request an item be placed on a City Council meeting agenda. If the City Manager determines the item involves a matter of policy requiring Council discussion and ~~for~~ action and cannot wait to allow ~~a~~ the requesting Councilmember to make a request under #2 below, the City Manager shall add the item to a City Council meeting agenda as necessary. This process shall not be permissible for any Proclamation or Certificate of Recognition.

~~2-B.~~ During Council comments at a City Council meeting, any Councilmember, including the Mayor and Mayor Pro Tem, may request to have an item added to a future agenda. Such a request is authorized by the Brown Act (Gov. Code section 54954.2(a)(3)) and must be approved by a majority vote of the total membership of the Council (at least 3 members in support). The only action that may be taken during Council Comments is deciding whether or not to approve placing the item on a future City Council meeting agenda. If the request to place an item on a future agenda is approved by a majority vote, the City Manager shall include the subject item on a future agenda.

V. Placement of Proclamations on an Agenda and ~~Approval~~ Presentation of Proclamations

A City of Clovis proclamation is a declaration made by the City Council or a Councilmember to recognize and honor specific individuals, groups, events, or organizations that have made significant contributions or a meaningful impact on the City or the Clovis community and have a specific recognizable connection to the City of Clovis. The City Clerk and City Manager shall be responsible for preparing the text of all proclamations before the proclamation is included on a City Council meeting agenda.

Proclamations presented by the City Council at a City Council Meeting shall be signed by the Mayor using the template shown in Exhibit (B). Proclamations presented by an

Commented [SC1]: There is no Exhibit A referenced in the Protocols.

individual Councilmember shall be signed by the requesting Councilmember using the template provided in Exhibit (C).

There may be occasions when a member of the community may contact City staff to request a proclamation. In this circumstance, the City Manager shall determine if a proclamation or a certificate of recognition is more appropriate and inform the Mayor of the request to determine if whether or not the Mayor wishes to have the proclamation or certificate of recognition placed on a future City Council meeting agenda for presentation at a City Council meeting or whether or not the Mayor wishes to present a proclamation or certificate of recognition individually as provided in Section V.B. or VI.B. of these Protocols.~~for City Council consideration and approval.~~ If the Mayor approves placing the proclamation or certificate of recognition on a City Council meeting agenda for presentation at a City Council meeting ~~¶~~ this shall be the only circumstance in which the Mayor may approve or direct placing an item on a City Council meeting agenda that has not been raised during Council Comments at a previous City Council meeting. Exhibit (D) includes examples of proclamations that were presented at City Council meetings ~~went to Council~~ in 2022. If, however, the Mayor determines not to present the requested proclamation or certificate of recognition at a City Council meeting and does not wish to present the requested proclamation or certificate of recognition individually, the City Manager shall inform the other Councilmembers of the request, and any Councilmember may inform the City Manager that they wish to present the proclamation or certificate individually as provided in Section V.B or VI.B. of these Protocols, or any Councilmember may proceed in accordance with Section IV B2 of these Protocols and request approval for the proclamation or certificate of recognition to be placed as an item for presentation by the City Council at a City Council meeting.

~~A.~~ A. Proclamations presented at a City Council meeting.

~~Proclamations approved and issued~~ presented by the City Council at a City Council meeting shall be considered government speech and expression of the City, and not the party requesting the proclamation or recognized/honored by the proclamation. The issuance of a proclamation shall be deemed an honorary, ceremonial, or symbolic act by the City, and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Proclamations of the City may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

~~Proclamations shall only be presented at City Council meetings in a public ceremony and shall be considered and voted upon in the same manner as any item of business on a City Council meeting agenda following any public comment. If approved by majority vote of the City Council, any recipients or representatives present at the City Council meeting shall be presented with the proclamation. Following approval, the Mayor or a Councilmember may read the proclamation aloud and the City Council may provide additional remarks or context for the recognition.~~

If a proclamation is not presented at a City Council meeting, it may be signed, issued, and presented by the Councilmember who requested it. The City Clerk and City Manager shall be responsible for preparing the text of all proclamations issued by an individual Councilmember, and the requesting Councilmember may provide direction on the desired text for the proclamation provided it will not be presented at a City Council meeting. Any proclamation issued and presented by a Councilmember shall be considered the individual speech of the Councilmember issuing the proclamation and not government speech of the City or an expression of the City or the City Council. The issuance of a proclamation by any Councilmember shall be deemed an honorary, ceremonial, or symbolic act by the Councilmember only and not the City or the City Council and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Proclamations presented by a Councilmember may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

Optional

A Councilmember may request a "Certificate of Recognition" from the City of Clovis. A Certificate of Recognition is a less formal form of recognition presented by the City Council or a Councilmember to any individuals, groups, events, or organizations in the Clovis community as a way of expressing gratitude and recognition for their contributions, achievements, or service to the City of Clovis or its residents. A Certificate of Recognition will include the recipient's name, the reason for the recognition, the date of presentation, and the signature of a City official.

A Certificate of Recognition ~~must may~~ be proposed by a Councilmember and may be presented at a City Council meeting if approved for placement on a City Council meeting agenda in accordance with these Protocols. The City Clerk and City Manager shall be responsible for preparing the text of all Certificates of Recognition before the Certificate is included on a City Council meeting agenda.

A. A. — Certificates approved by the City Council and issued, presented, at a City Council meeting, if a Certificate of Recognition is presented at a City Council meeting, it shall be presented, considered, and voted upon in the same manner as a proclamation. If approved by majority vote of the City Council, the The Certificate shall be signed by the Mayor. A Certificate of Recognition ~~approved and~~ issued by the City Council shall be considered government speech and expression of the City, and not the party requesting or receiving the Certificate or recognized/honored in the Certificate. The issuance of a Certificate of Recognition shall be deemed an honorary, ceremonial, or symbolic act by the City, and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Certificates of Recognition of the City may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

~~B. B.~~ Certificates ~~issued~~ presented by a Councilmember. If the Certificate of Recognition is not presented ~~or approved~~ at a City Council meeting, it may be signed, issued, and presented by the Councilmember who requested it. The City Clerk and City Manager shall be responsible for preparing the text of all Certificates of Recognition issued by an individual Councilmember, and the Councilmember may provide direction on the desired text for the Certificate provided it will not be presented at a City Council meeting ~~has been presented and approved by the City Council. Any Certificate issued requested by a Councilmember and not approved by a majority of the City Council shall be considered the individual speech of the Councilmember issuing the~~ Certificate and not government speech of the City or an expression of the City or the City Council. The issuance of a Certificate by any Councilmember shall be deemed an honorary, ceremonial, or symbolic act by the Councilmember only and not the City ~~or the City Council~~ and shall have no legal force or effect on the City nor create any right or entitlement for ~~or in favor of any person, party, or organization.~~ Certificates of Recognition presented by a Councilmember may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

An example of a Certificate of Recognition is shown in Exhibit (E).

VII. Waiver; Amendment; Rescission of Protocols.

The City Council may, by no less than four (4) votes of approval, approve waiving the formal requirements of these Protocols in any particular instance. However, only a simple majority of the total membership of the City Council (3 votes) is needed to amend or rescind these Protocols.

VIII. City Letterhead and City Seal Use Policy, and Allowed Use of City Letterhead and City Seal (as approved by City Council on May 15, 2017).

City letterhead may be used when the Council Member is representing the City and the City's official position. If a letter is written on behalf of the majority of the City Council, then the letter shall state "I am writing this letter on behalf of the City Council." A copy of all correspondence developed by or for the Mayor or a Council Member on City letterhead shall be provided to the City Manager and the entire City Council.

City letterhead and the use of the City seal may be used by the Mayor and Council Members for thank you letters, recommendations and marking ceremonial occasions, provided the correspondence represents the position of the Council Member and not the entire City Council. Attached as Exhibit (F) is the format of the letter to be used.

Staff will not prepare correspondence representing the Mayor or a Council Member's personal point of view or a dissenting point of view from an official City policy or Council position. Such correspondence shall not be on City letterhead or use the City seal. In any such letter, the Council Member must make it clear that the views expressed represent only the individual Council Member. The official City position must also be stated clearly

so the audience understands the difference/relationship between the official City position and the viewpoint of the Mayor or that Council Member.

This policy shall not apply to letters prepared by Council Members in their individual capacity without reference to their position as a member of the City Council.

CITY OF CLOVIS

CITY COUNCIL PROTOCOLS

I. Role of the Mayor

The Clovis City Council is composed of five Councilmembers who are directly elected by the voters of the City to each serve a four-year term. The Mayor is not directly elected by the voters. The City Council elects the Mayor and Mayor Pro Tem following each municipal election to serve in those roles for a two-year term. The role of the Mayor is primarily ceremonial in nature. Although not granted special or additional decision-making powers, the Mayor represents the City in ceremonial and official affairs. In the Mayor's absence, the Mayor Pro Tem represents the City in ceremonial and official affairs. In the absence of both the Mayor and Mayor Pro Tem, any member of the council may represent the City in all ceremonial and official affairs.

The Mayor is the presiding officer at City Council meetings, but the Mayor has no veto power and the Mayor's vote does not carry any more weight than other Council Members. As presiding officer, the Mayor shall call City Council meetings to order, announce the order of business as detailed on the agenda, call for or make motions, call for votes and announce the result of all votes of the City Council, facilitate, and monitor discussions, maintain order, and enforce the City Council's rules and procedures.

When the Mayor is absent from a City Council meeting, the Mayor Pro Tem shall preside and serve the role of the Mayor for that meeting. If the Mayor and Mayor Pro Tem are absent from any City Council meeting, the most senior member of the City Council from among the three Councilmembers attending the meeting, as determined by years of service on the Council or, if equal, by the number of votes received in the municipal election in which they were elected, shall serve as the presiding officer and serve the role of the Mayor for that meeting.

The Mayor's duties include, without limitation, signing all ordinances, resolutions, and other records of proceedings approved by a majority of the City Council. This is a ministerial function only. The Mayor Pro Tem shall serve in the capacity of the Mayor during any absence, incapacitation, inability, or unwillingness of the Mayor to carry out the ministerial functions.

II. Communications with Staff

As a city operating under the Council-Manager form of government, direction to the City Manager must come from a majority of the City Council at a City Council meeting or as a result of action approved by a majority of the City Council at a City Council meeting. No individual direction of the City Manager or staff is authorized.

City Councilmembers are encouraged to contact the City Manager directly to ask questions for clarification or to request information. The City Manager will engage appropriate Staff as necessary to fulfill a request. Staff may respond to the City Manager

or respond directly to the Councilmember and copy the City Manager. A Councilmember may also contact Staff directly with questions or seeking information. If a Councilmember does contact staff directly, the Councilmember shall copy the City Manager. Staff will copy any response to the City Manager. Having the City Manager aware of the request and response allows him/her to determine if the information needs to be shared with all Councilmembers.

No Councilmember, including the Mayor and Mayor Pro Tem, has authority to individually or collectively direct the City Manager or staff to initiate any action, change a course of action or policy, or prepare any study or report that is significant in nature (requiring more than three (3) hours of staff time or the use or expenditure of City resources, materials, or funds that have not been budgeted for such use or expenditure), nor shall a Councilmember initiate any project or study using or requiring the use of City resources that have not been budgeted for such purpose without the approval of a majority of the City Council at a City Council meeting.

Any Councilmember wishing to have staff initiate any action, change a course of action or policy, or prepare any study or report that is significant in nature, may, during Council Comments at a City Council meeting, request that the item be placed on a future City Council meeting agenda. If a majority of the City Council approves the request, the City Manager will include the item on a future agenda.

III. City Council Meeting Agenda Preparation

The City Clerk, in working with the City Manager, has overall responsibility for the creation of the City Council meeting agenda. Each City department shall work with the City Clerk to schedule an item to be heard by the City Council. The agenda must be posted at least 72 hours prior to a scheduled regular City Council meeting. The agenda for City Council meetings may include a variety of items that are relevant to and necessary for the governance and administration of the City as determined by the City Manager. An example of a standard agenda is provided as Exhibit (A).

Except as otherwise provided in these Protocols, no Councilmember, including the Mayor and Mayor Pro Tem, has authority to individually direct the City Manager or City Clerk to place an item on an agenda. The specific items on the agenda may vary from one meeting to the next, but generally fall into the following categories:

1. Call to Order, Flag Salute, and Roll Call
2. Presentations / Proclamations
3. Public Comments
4. Ordinances and Resolutions
5. Consent Calendar
6. Public Hearings

7. Correspondence
8. Administrative Items
9. Council Items
10. City Manager Comments
11. Council Comments
12. Closed Session (including reconvening into open session for any report from closed session)
13. Adjournment

IV. How City Councilmembers May Have Items Placed on City Council Meeting Agendas:

- A. Any Councilmember may contact the City Manager and request an item be placed on a City Council meeting agenda. If the City Manager determines the item involves a matter of policy requiring Council discussion and action and cannot wait to allow the requesting Councilmember to make a request under #2 below, the City Manager shall add the item to a City Council meeting agenda as necessary. This process shall not be permissible for any Proclamation or Certificate of Recognition.
- B. During Council comments at a City Council meeting, any Councilmember, including the Mayor and Mayor Pro Tem, may request to have an item added to a future agenda. Such a request is authorized by the Brown Act (Gov. Code section 54954.2(a)(3)) and must be approved by a majority vote of the total membership of the Council (at least 3 members in support). The only action that may be taken during Council Comments is deciding whether or not to approve placing the item on a future City Council meeting agenda. If the request to place an item on a future agenda is approved by a majority vote, the City Manager shall include the subject item on a future agenda.

V. Placement of Proclamations on an Agenda and Presentation of Proclamations

A City of Clovis proclamation is a declaration made by the City Council or a Councilmember to recognize and honor specific individuals, groups, events, or organizations that have made significant contributions or a meaningful impact on the City or the Clovis community and have a specific recognizable connection to the City of Clovis. The City Clerk and City Manager shall be responsible for preparing the text of all proclamations before the proclamation is included on a City Council meeting agenda.

Proclamations presented by the City Council at a City Council Meeting shall be signed by the Mayor using the template shown in Exhibit (B). Proclamations presented by an individual Councilmember shall be signed by the requesting Councilmember using the template provided in Exhibit (C).

There may be occasions when a member of the community may contact City staff to request a proclamation. In this circumstance, the City Manager shall determine if a proclamation or a certificate of recognition is more appropriate and inform the Mayor of the request to determine whether or not the Mayor wishes to have the proclamation or certificate of recognition placed on a future City Council meeting agenda for presentation at a City Council meeting or whether or not the Mayor wishes to present a proclamation or certificate of recognition individually as provided in Section V.B. or VI.B. of these Protocols.. If the Mayor approves placing the proclamation or certificate of recognition on a City Council meeting agenda for presentation at a City Council meeting this shall be the only circumstance in which the Mayor may approve or direct placing an item on a City Council meeting agenda that has not been raised during Council Comments at a previous City Council meeting. Exhibit (D) includes examples of proclamations that were presented at City Council meetings in 2022. If, however, the Mayor determines not to present the requested proclamation or certificate of recognition at a City Council meeting and does not wish to present the requested proclamation or certificate of recognition individually, the City Manager shall inform the other Councilmembers of the request, and any Councilmember may inform the City Manager that they wish to present the proclamation or certificate individually as provided in Section V.B or VI.B. of these Protocols, or any Councilmember may proceed in accordance with Section IV.B of these Protocols and request approval for the proclamation or certificate of recognition to be placed as an item for presentation by the City Council at a City Council meeting.

A. Proclamations presented at a City Council meeting.

Proclamations presented by the City Council at a City Council meeting shall be considered government speech and expression of the City, and not the party requesting the proclamation or recognized/honored by the proclamation. The issuance of a proclamation shall be deemed an honorary, ceremonial, or symbolic act by the City, and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Proclamations of the City may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

B. Proclamations presented by a Councilmember.

If a proclamation is not presented at a City Council meeting, it may be signed, issued, and presented by the Councilmember who requested it. The City Clerk and City Manager shall be responsible for preparing the text of all proclamations issued by an individual Councilmember, and the requesting Councilmember may provide direction on the desired text for the proclamation provided it will not be presented at a City Council meeting. Any proclamation issued and presented by a Councilmember shall be considered the individual speech of the Councilmember issuing the proclamation and not government speech of the City or an expression of the City or the City Council. The issuance of a proclamation by any

Councilmember shall be deemed an honorary, ceremonial, or symbolic act by the Councilmember only and not the City or the City Council and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Proclamations presented by a Councilmember may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

VI. Certificates of Recognition

A Councilmember may request a Certificate of Recognition from the City of Clovis. A Certificate of Recognition is a less formal form of recognition presented by the City Council or a Councilmember to any individuals, groups, events, or organizations in the Clovis community as a way of expressing gratitude and recognition for their contributions, achievements, or service to the City of Clovis or its residents. A Certificate of Recognition will include the recipient's name, the reason for the recognition, the date of presentation, and the signature of a City official.

A Certificate of Recognition may be proposed by a Councilmember and may be presented at a City Council meeting if approved for placement on a City Council meeting agenda in accordance with these Protocols. The City Clerk and City Manager shall be responsible for preparing the text of all Certificates of Recognition before the Certificate is included on a City Council meeting agenda.

- A. Certificates presented at a City Council meeting. If a Certificate of Recognition is presented at a City Council meeting, it shall be presented in the same manner as a proclamation. The Certificate shall be signed by the Mayor. A Certificate of Recognition issued by the City Council shall be considered government speech and expression of the City, and not the party requesting or receiving the Certificate or recognized/honored in the Certificate. The issuance of a Certificate of Recognition shall be deemed an honorary, ceremonial, or symbolic act by the City, and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Certificates of Recognition of the City may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.
- B. Certificates presented by a Councilmember. If the Certificate of Recognition is not presented at a City Council meeting, it may be signed, issued, and presented by the Councilmember who requested it. The City Clerk and City Manager shall be responsible for preparing the text of all Certificates of Recognition issued by an individual Councilmember, and the Councilmember may provide direction on the desired text for the Certificate provided it will not be presented at a City Council meeting. Any Certificate of Recognition issued and presented by a Councilmember shall be considered the individual speech of the Councilmember issuing the Certificate and not government speech of the City or an expression of the City or the City Council. The issuance of a Certificate by any Councilmember shall be

deemed an honorary, ceremonial, or symbolic act by the Councilmember only and not the City or the City Council and shall have no legal force or effect on the City nor create any right or entitlement for or in favor of any person, party, or organization. Certificates of Recognition presented by a Councilmember may not be used in whole or in part in any advertisement, endorsement, or commercial promotion.

An example of a Certificate of Recognition is shown in Exhibit (E).

VII. Waiver; Amendment; Rescission of Protocols.

The City Council may, by no less than four (4) votes of approval, approve waiving the formal requirements of these Protocols in any particular instance. However, only a simple majority of the total membership of the City Council (3 votes) is needed to amend or rescind these Protocols.

VIII. City Letterhead and City Seal Use Policy, and Allowed Use of City Letterhead and City Seal (as approved by City Council on May 15, 2017).

City letterhead may be used when the Council Member is representing the City and the City's official position. If a letter is written on behalf of the majority of the City Council, then the letter shall state "I am writing this letter on behalf of the City Council." A copy of all correspondence developed by or for the Mayor or a Council Member on City letterhead shall be provided to the City Manager and the entire City Council.

City letterhead and the use of the City seal may be used by the Mayor and Council Members for thank you letters, recommendations and marking ceremonial occasions, provided the correspondence represents the position of the Council Member and not the entire City Council. Attached as Exhibit (F) is the format of the letter to be used.

Staff will not prepare correspondence representing the Mayor or a Council Member's personal point of view or a dissenting point of view from an official City policy or Council position. Such correspondence shall not be on City letterhead or use the City seal. In any such letter, the Council Member must make it clear that the views expressed represent only the individual Council Member. The official City position must also be stated clearly so the audience understands the difference/relationship between the official City position and the viewpoint of the Mayor or that Council Member.

This policy shall not apply to letters prepared by Council Members in their individual capacity without reference to their position as a member of the City Council.



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

September 11, 2023

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:
 - Council Meeting Date
 - Item Number
 - Name
 - Email
 - Comment
- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants wanting to make a verbal comment via call will need to ensure that they accessed the WebEx meeting with audio and microphone transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Basgall

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of

ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the September 5, 2023, Council Meeting.
2. Administration – Approval - Authorizing the City Manager to enter into a purchase agreement of the Clovis Courthouse located at 1011 Fifth Street from the State of California for \$450,000; and Approval – Res. 23-____, Amend the 2023-24 Budget in the amount of \$450,000.
3. Administration – Approval – Res. 23-____, Amending the 2023-2024 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities. (Continued from the September 5, 2023, meeting)
4. Finance – Receive and File – Investment Report for the Month of May 2023.
5. Finance – Receive and File – Treasurer’s Report for the Month of May 2023.
6. General Services – Approval – Res. 23-____, Amending the City’s FY 2023-2024 Position Allocation Plan by adding one (1) full time Maintenance Worker position in the Parks Division of the Public Utilities Department.
7. General Services – Approval – Res. 23-____, Amending the City’s Classification Plan by Revising the Deputy Police Chief Classification, and Approval – Res. 23-____, Amending the Position Allocation Plan within the Police Department.
8. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Leuthvilay Keohavanga.
9. Planning and Development Services - Approval – Res. 23-____, Final Map Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).
10. Planning and Development Services - Approval – Res. 23-____, Annexation of Proposed Tract 6393, located at the southeast area of Herndon Avenue and Temperance Avenue (Gill Gaheer Development LLC).
11. Police - Approval - Purchase of unmanned aerial vehicle (UAV) Military Equipment in the amount of \$18,814.12.
12. Public Utilities – Approval – Authorize Staff to Enter into a Multi-Agency and Multi-Year Agreement with the Fresno Metropolitan Flood Control District for Cost Sharing of the Redbank and Fancher Creek Reservoirs Reoperation Study.

COUNCIL ITEMS

13. Workshop - Workshop to Review and Consider Update of the City of Clovis Vision, Mission Statement, and Values.
14. Receive and File – Annual Update on California Open Governance Laws – Brown Act, Public Records Act, Ethics. (Continued from the September 5, 2023, meeting)

Staff: Scott Cross, City Attorney

Recommendation: Receive and File

CITY MANAGER COMMENTS

15. Consider – for the City Council to add an agenda item to a future City Council meeting regarding the development of a Clovis City Council Handbook or Protocol.

Staff: John Holt, City Manager

Recommendation: Provide Direction

COUNCIL COMMENTS

ADJOURNMENT

FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

September 18, 2023 (Mon.)

October 2, 2023 (Mon.)

October 9, 2023 (Mon.)

October 16, 2023 (Mon.)

CITY of CLOVIS

Proclamation

Honoring Dr. John Smith For 39 Years of Service in Education

WHEREAS, it is with great honor and admiration that we gather today to recognize the outstanding contributions and dedicated service of Dr. John Smith, Superintendent of the Clovis Unified School District, who is retiring after 39 remarkable years of service in education and the last 27 years with our beloved school district; and

WHEREAS, throughout her tenure, Dr. Smith has demonstrated unwavering commitment and tireless dedication to the students, parents, teachers, and staff of the Clovis Unified School District, consistently working towards the betterment of education in our community; and

WHEREAS, Dr. Smith 's visionary leadership and steadfast advocacy for quality education have been instrumental in shaping the future of countless students, empowering them with the tools and knowledge necessary for success in their academic and personal endeavors; and

WHEREAS, under Dr. Smith 's guidance, the Clovis Unified School District has achieved unparalleled growth, innovation, and academic excellence, fostering an environment where students can thrive, discover their passions, and reach their full potential; and

WHEREAS, Dr. Smith 's passion for education has extended beyond the school district, as she actively participated in community engagement initiatives, collaborating with local organizations, businesses, and civic leaders to ensure that education remains a top priority for the City of Clovis; and

WHEREAS, Dr. Smith's extraordinary leadership during the unprecedented challenges posed by the COVID-19 pandemic transformed the school district into an oasis of resilience, innovation, and unwavering dedication to the well-being and educational success of every student.

WHEREAS, her remarkable leadership qualities, compassionate nature, and exceptional ability to inspire others have made a lasting impact on the lives of countless individuals within our community, leaving an indelible legacy of educational excellence and achievement.

NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does honor and celebrate the retirement of

Dr. John Smith

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 15th day of June 2023.

CITY of CLOVIS

Proclamation

Honoring Lieutenant General John Smith on his Retirement from the United States National Defense Force Support Command

WHEREAS, Lieutenant General John Smith began serving with Major General Vang Pao in the Special Guerrilla Unit during the Vietnam War from 1964-1975. He started as a private soldier in 1964 and then promoted to platoon leader 1968. In 1970, he was promoted to Captain and finally, a battalion leader as Major in 1972. He would later continue serving as a Financial Officer from 1973-1975; and

WHEREAS, In 2007, Lieutenant General John Smith joined the United States National Defense Force Supports Command Civil Military Reserve Corps, Inc. as a member and quickly promoted through the ranks. He quickly advanced to LTC in 2009, Brigadier General in 2011, Major General in 2014, Lieutenant General in 2016-2023, and he is the Commanding General of the United States National Defense Force Support Command; and

WHEREAS, Lieutenant General John Smith was responsible for a 30% increase in membership early on as he rallied the community support for the United States National Defense Force Support Command's mission; and

WHEREAS, He also raised and obtained funding to continue the United States National Defense Force Support Command's Military Service Funeral Program of honoring fallen veterans.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Pro Tem Vong Mouanoutoua, does honor and celebrate the retirement of

Lieutenant General John Smith

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 2nd day of December, 2022.


 Mayor Pro Tem

2022 Proclamations Presented at a City Council Meeting

Month	Proclamation
January	National Slavery and Human Trafficking Prevention Month
March	Arbor Day
March	Women's History Month
April	Armenian Genocide Remembrance Day
May	Public Works Week
May	Salvation Army Week
June	Men's Health Month
August	International Assistance Dog Week
September	IT Professionals Day
October	Domestic Violence Awareness Month

CITY *of* CLOVIS

Certificate of Recognition

Commending

John Smith

on his Attainment of Eagle Scout Rank

July 9, 2023



Mayor

Exhibit E



CITY *of* CLOVIS

— COUNCILMEMBER JOHN SMITH —

[Date]

[Address Block]

[Greeting]

[Body]

Sincerely,

John Smith
Councilmember, City of Clovis

Exhibit F

Council Notecard

Review Your Horizontal Folded Note Card - 5.5"x4"

Front Side - [View Larger](#) | [Edit](#)



Inside - [View Larger](#) | [Edit](#)



Back Side - [View Larger](#) | [Edit](#)

