



## AGENDA

Regular Meeting

Monday, March 10, 2025 – 7:00 PM

Town Hall

11960 East Street Fort Jones, CA 96032

### **CALL TO ORDER:**

Fort Jones Town Council Roll Call:

Members: DeAndreis \_\_\_\_\_ DeCausmaker \_\_\_\_\_ Garcia \_\_\_\_\_ LaRiviere \_\_\_\_\_ Johnson \_\_\_\_\_

**PLEDGE OF ALLEGIANCE:** Led by Mayor

### **PUBLIC COMMENTS:**

*Discussion items only, no action to be taken. Any person may address the Council at this time upon any subject within the jurisdiction of the Town of Fort Jones that is not on the agenda; however, any matter that requires action may be referred to staff and/or committee for a report and recommendation for possible action at a subsequent council meeting.*  
*There is a three (3) minute limit per person.*

### **DISCUSSION / REPORTS / CORRESPONENCE; NON-ACTION ITEMS:**

- A. Police Department Monthly Report
- B. Fire Department Monthly Report
- C. Public Works Monthly Report
- D. Administration Monthly Report
- E. Update on Essex's Spay/Neuter Clinic by Jaime Essex

### **CONSENT CALENDAR:**

1. *Items listed on the consent calendar are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of the council or the public.*

- a.) Approval of Minutes:
  - i. Regular Meeting February 10, 2025
  - ii. Special Meeting February 11, 2025
  - iii. Special Meeting February 19, 2025
  - iv. Special Meeting February 21, 2025
- b.) Ratification of Disbursements: February 1 through 28, 2025
- c.) Review Budget vs Actual July 1, 2024 through February 28, 2025

## **DISCUSSION / REPORTS: ACTION ITEMS:**

2. Consideration of approval to sign and adopt a proclamation for Child Abuse Prevention Month in April, Week of the Young Child April 5<sup>th</sup>-11<sup>th</sup>, as well as Domestic Violence Awareness Month also in April.
3. Review, discuss, and possible action to amend the Job Certification and Continuing Education Policy
4. Consideration of approval and second reading of Ordinance adding Chapter 3.12 “Purchasing” to Establish Purchasing Procedures, Including Cooperative Purchasing, and Informal Bidding Procedures Pursuant to California Uniform Public Construction Cost Accounting (CUPCCA); Finding Exempt from CEQA; Resolution Electing To Adopt The Uniform Public Construction Cost Accounting Act (CUPCCA) Procedures
5. Consideration of approval of SHN proposal to upgrade the Waste Water Treatment Facility.
6. Consideration of approval of Fort Jones Fire Department Seasonal Firefighter Proposal for 2025.
7. Consideration of approval of the Memorandum of Understanding regarding strike team pay/pay per call/pay per meeting.

## **STAFF COMMENTS:**

## **COUNCIL MEMBER COMMENTS:**

## **ADJOURNMENT:**

The next Fort Jones Town Council Meeting is scheduled to be held on April 14th, 2025, at 7:00 p.m.

It is the intention of the Town of Fort Jones to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you need special assistance beyond what is normally provided, the Town will attempt to accommodate you in every reasonable manner. Individuals who need auxiliary aids or services for effective communication or to participate in programs and services of the Town of Fort Jones are invited to make their needs and preferences known by contacting the City Hall office, (530) 468-2281, at least 72 hours prior to the meeting.

**Fort Jones Town Council  
Regular Meeting Minutes  
February 10, 2025**

**CERTIFICATION OF POSTING AGENDA**

I, Cynthia Keno, Customer Service Clerk for the Town of Fort Jones, hereby certify that the agenda for the February 10, 2025 special meeting of the Town Council was posted at the Town Hall, near the door of the Town Council Chambers, Ace Hardware, on the front window of the Fort Jones Post Office and on the Town's website [www.fortjonesca.org](http://www.fortjonesca.org) on February 7, 2025 by close of business.

I declare under the penalty of perjury that the forgoing is true and correct.

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Cynthia Keno, Customer Service Clerk

**CALL TO ORDER AND ROLL CALL:**

The regular meeting of the Fort Jones Town Council was called to order in person by Mayor Madeleine DeAndreis at 7:00 p.m. In addition to the mayor, councilmembers present were Michelle DeCausmaker, Mercedes Garcia, Paula Johnson, Alex LaRiviere.

Staff present: Jessie Monday- Town Clerk, Everett Hullquist – Public Works, and Chief Joseph Hess – Fort Jones Fire Department

**PLEDGE OF ALLEGIANCE:** Led by Mayor DeAndreis

**PUBLIC COMMENTS:**

Dee Jones: A non-resident of town, states that she would like to reduce the fees for non-profits. She says that non-profits enrich the community. With the events that are put on it is impossible to come up with more money to pay for the facilities they practice and perform in after paying for advertisement and other expenses.

Clara Church- Resident of Fort Jones. One of the Locust trees pieces fell across Main Street and she wanted to voice that she loves the trees. She says that the sidewalks that are under those trees look the same as they did in the 60's because of the protection of the trees. She also read a article that says that roots are not the cause of sidewalks being destroyed. The reason is the soil under the sidewalks being inefficient and the roots look for weaknesses and will choose the path of least resistance.

Victor Kwasnikow- Resident of Fort Jones. Wanting to see more parks for children in the town. Says that he will volunteer for anything that he can do that can make that happen. Everett from Public Works says currently the town is putting in a BBQ built by the Ag class from Etna High, reroofing and residing buildings, and putting in a drinking fountain to improve our parks.

Adam Filippone: Lives on Carrlock Street in the old hospital and he was having sewer issues. Adam thanks Everett with Public Works for his help. He states that as soon as the USDA report was done that Everett was there and he really appreciated him being so quick to help.

#### **DISCUSSION / REPORTS / CORRESPONDENCE: NON-ACTION ITEMS:**

- A. Police Department Monthly Report- No report. No presenter.
- B. Fire Department Monthly Report- Report included. Chief Hess reports. Was not present for the last meeting due to being on the strike team for the LA fire. Chief Hess has completed his training for Force Leader so he can now lead up to 5 firefighters on strike teams. The fire department was awarded the Fuels Reduction Project Grant and we are about a year and a half into the five year grant. Mayor DeAndreis asks if the Town gets reimbursed for the fires that are listed on the provided report. Chief Hess explains that we are on an auto-aid agreement with Etna so the town does not get paid exactly but if anything were to happen in the Town that Etna would automatically come to help us as well. A citizens comments that her neighbor tried to burn down his own house and Chief Hess responded and was very professional and remained calm the whole time. Says he does a very good job.
- C. Public Works Monthly Report- Report included. Public Works Hullquist presents. Says that he has been working on water meters, sewer, and grants. Mayor DeAndreis asks what an 811 is. PW Hullquist explains it is getting the power, water, sewer, and fiber optic lines marked so you don't hit them when digging. PW Hullquist states this is difficult because the Town maps are not detailed in showing where these lines are. Mayor DeAndreis asks if every time a line is found the map is updated. PW Hullquist confirms and says there is two maps that he updates at the yard. Mayor DeAndreis asks what CIP stands for. Capital Improvement Plan. PW Hullquist says the Town currently is not saving funds from the water bills in case of a water emergency so he is conducting a CIP to get competitive rates with other cities and save some of the income for the water improvements.
- D. Administrator / Accounting Report- Report included. Mayor DeAndreis reads report for the public.

#### **CONSENT CALENDAR:**

*Items listed on the consent calendar are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of the council or the public.*

- a.) Approval of Minutes: Approved. Motion by LaRiviere, seconded by Garcia. All Ayes.
  - i. Regular Meeting January 13, 2025
- b.) Ratification of Disbursements: January 01 through 31, 2025
- c.) Review Budget vs Actual July 1, 2024 through January 31, 2025

#### **DISCUSSION / REPORTS: ACTION ITEMS**

2. Discuss and possibly take action to appoint Jessica Monday as the town clerk and give oath of office. Approved. Motion made by LaRiviere, seconded DeCosmaker. All Ayes.
3. Discuss and possibly take action to approve wages for Jessica Monday- Town Clerk. Pro Tem DeCausmaker says the Town Clerk has a lot of experience so the wage should be

\$27.50. Council member Garcia says that she suggests the Town Clerk should make \$25.00 until after the probationary period, then council should revisit. Approved the wage of the Town Clerk at \$25.00 until 90 day probationary period is over, then council will revisit. Motion made by Garcia, seconded by LaRiviere. All Ayes.

4. Review and discuss quotes to upgrade the monitoring system for the water tanks and well. Possible action to approve one of the quotes. Attorney Jared says he needs to speak with Administrator Stephen more about this item before council should proceed. Tabled. Motion made by LaRiviere, seconded by Garcia. All Ayes.
5. Review and discuss quotes to have a Water Rate Study done. Possible action to approve one of the quotes. Public Works Hullquist recommends to take the quote from E&S Engineering and Surveying. They know the area and have done work for the Town before. Approved to accept the quote from E&S for \$10,500. Motion made by LaRiviere, seconded by DeAndreis. All Ayes.
6. Review and discuss rental fees for non-profit groups/organizations from other cities in Siskiyou County and possibly take action to adjust the Town's rental fees for non-profits to rent the community and Scout Hall. Stated that non-profits give a lot to the community. The Town has to pay for the water, heat, and electricity. Suggested that donations should be collected or make agreements for a yearly base rate for use of the space. Public Works Hullquist says it is sad to see these spaces not being used because people cant afford the fees. Council would like to do a study of the costs and fees. Adhoc is made including Deandreas and Johnson and all public that has constructive ideas. Tabled until Adhoc reports back.
7. Review, discuss, and possible action to amend the Job Certification and Continuing Education Policy. Public Works Hullquist says he feels that this agenda item is directed at him personally and is making it a hostile work environment. Council member Garcia explains that this is not pointing at anyone specifically and it has been an ongoing problem for years. Public Comment from Victor Kwasnikow saying if these certifications are required then the Town should absolutely pay for them. Council says the employee should make a list of the certifications they wish to get and get it approved by the Town Administrator. Attorney Jared suggests to add a sentence to the policy saying personnel can have additional training and a \$1 raise if approved by town administrator or council. Directed Attorney Jared to email the verbiage to Administrator Stephen and Clerk Monday to have the policy updated. Motion made by Garcia, seconded by DeCausmaker. All Ayes.
8. Review, discuss, and take action to approve one of the proposals from E&S Engineering for the Cowan Street Sewer Improvement Project. There are two quotes worth considering. One quote is cheaper but puts the sewer lines through residential properties or they can put a new line in the middle of Cowen street where it should be located. Council decides to chose the quote from E&S for \$257,000 to put the sewer line in the middle of the street. Motion made by LaRiviere, seconded by De Causmaker. All Ayes.
9. Discuss and possibly take action to move the town's retirement from Stifel to CalPERS. Attorney Jared suggests there be more research done for this item. We don't know the effect this will take on the Towns financials. Council would like an investigation on physical impacts and pros and cons to each retirement company. Motion made by LaRiviere, seconded by Johnson. All Ayes.
10. Discuss the options between a portable trailer-mounted generator vs a permanently {cement slab with containment) placed generator, for emergencies, at the main well. Possible action to choose an option. Public Works Hullquist states that we already have a generator so it makes sense to get a trailer to put the generator on so it can be kept in the

barn and then taken to the well if need be instead of buying a whole other generator and paying for all the work to have a pad engineered and poured for the generator to sit in the elements and have to change the oil and fill it with diesel right by the well. Which could spill and become a problem. Motion to give PW Hullquist permission to buy a trailer for the generator as long it is under \$5000. Motion made by LaRiviere, seconded by DeCausmaker. All Ayes.

**STAFF COMMENTS:**

Public Works Hullquist says that if a fellow employee has something bad to say about him they should not do it at a public meeting. It should be discussed in a close session meeting. He feels that this is an attack on his character. Mayor DeAndreis says that the wording of that item was unfortunate and she will talk to the Town Administrator. PW Hullquist also voices that it is very frustrating that he takes the time to get quotes together and they don't make it on the agenda. He feels the control panel is very important for the sewer in the city and it was denied. Council member Garcia says that it was misunderstood that the attached invoice were for a different agenda item. Council would like to have a special meeting to discuss the control panel. Motion made by LaRiviere, seconded by Johnson. All Ayes.

Attorney Jared asks if the council would like him to put together CUPCCA agreement and a purchasing policy that he could have that ready for them by the next week. General consensus to direct Attorney Jared to proceed.

**COUNCIL MEMBER COMMENTS:**

**ADJOURNMENT:** @ 9:52 PM

The next regular town council meeting is scheduled to be held on March 10th, 2025, at 7:00 p.m.

Attest:

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Jessie Monday, Town Clerk

Approved:

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Madeleine DeAndreis, Mayor

**Fort Jones Town Council  
Special Meeting Minutes  
February 19, 2025**

**CERTIFICATION OF POSTING AGENDA**

I, Cynthia Keno, Customer Service Representative for the Town of Fort Jones, hereby certify that the agenda for the February 19, 2025 special meeting of the Town Council was posted at the Town Hall, near the door of the Town Council Chambers, Ace Hardware, on the front window of the Fort Jones Post Office and on the Town's website [www.fortjonesca.org](http://www.fortjonesca.org) on February 18, 2025 by close of business.

I declare under the penalty of perjury that the forgoing is true and correct.

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Cynthia Keno, Customer Service Representative

**CALL TO ORDER AND ROLL CALL:**

The special meeting of the Fort Jones Town Council was called to order in person by Mayor Madeleine DeAndreis at 1:00 p.m. In addition to the mayor, councilmembers present were Michelle DeCausmaker, Mercedes Garcia, and Alex LaRiviere. Paula Johnson was absent.

Staff present: Cherie Stephen- Town Administrator, Jessie Monday- Town Clerk, Chief Joshua Short – Etna/Fort Jones Police Department, Kelly York- Etna/ Fort Jones Animal Control/ Code Enforcement Officer

**PLEDGE OF ALLEGIANCE:** Led by Mayor DeAndreis

**PUBLIC COMMENTS:**

No comment.

**DISCUSSION / REPORTS / ACTION ITEMS:**

1. Discussion/ possible action of rehoming of vicious animal- Chief Short says at the last meeting Mr. Whittaker was given stipulations to keep his dog from getting euthanized. Mr. Whittaker has been very communicative with him. Mr. Whittaker has a brother, Adam, that lives in Lake Shastina. Adam knows the dog very well and will take the dog to his house. The dog has been cleared of rabies. All vaccines and neutering is being offered through the Mt. Shasta humane society that the dog is currently being held. The dog cannot be released without getting rabies vaccine. Councilmember Garcia asks what the liability to the Town is for letting the dog live in another place knowing that it bites people. Attorney Jared says that it's unclear. It depends on the facts of the hypothetical case. The Town Administrator and Attorney can make an agreement. In the agreement the council would like to have stated the dog must go to a different home outside of Town

limits, dog must be registered in new area, a release of liability, a defensive amenity agreement with new owner. Will bring agreement back to council at next meeting of February 21<sup>st</sup> at 12:30 PM. Motion made by LaRiviere to direct Attorney Jared to draft the agreement. Seconded by Garcia. All Ayes.

2. Consideration of approval for replacement of Duplex Sewage Lift Station Control Panel. Public Works Hullquist presenting. Did not know there was certain laws about getting bids for jobs. Recommends the council accepts the bid from Whipple Electric because they will let Public Works work with them to learn how to fix the problem if it arises again. Attorney Jared says that accepting this bid goes against California law. You must have a purchase order and give every business the same information for the job. Plus, you can't have bid splitting, must be registered with the Department Industrial Relations (DIR), and must pay prevailing wage which is not mentioned on any bids presented. As far as staff helping with the job the Town would then take liability if anything were to happen. Mayor DeAndreis says that this bid needs to be accepted before the control panel fails and we have a sewage spill. Councilmember Garcia asks Public Works if the control panel can last till next meeting. Hullquist says yes. Motion made by Garcia to move this agenda item to next meeting while the bids are amended to follow California law. Seconded by LaRiviere. All Ayes.
3. Consideration of approval for a feline spay/neuter clinic by Essex's Veterinary. Jaime Essex presenting. Wanted to check in with council to see what their vision was for a spay/neuter clinic this year. A couple of years ago the old council was suppose to put it in the budget and was never done so Essex's Veterinary had to hold a fundraiser and have a non-profit help with the cost. That is not an option this year. The Town would need to pay for the clinic. ACO York says put a good dent in the feral population but will not solve the problem. Suggests a voucher program for cat owners. Mayor DeAndreis asks how much the clinic cost the last time. Answer was \$4200 for 165 females and 100 male cats. Councilmember LaRiviere suggests the Town uses the \$1500 in the budget to give the community vouchers to get their animals fixed. Mayor DeAndreis suggests to find a grant, get all of the logistics from the public and business owners and get donations. Jaime says Purr Angels will trap feral cats in the target areas to control the feral cat population and the voucher program for the rest. Motion made by Garcia for Essex's to schedule a clinic with the Clerk's Office to see when the hall will be available. Seconded by LaRiviere. All Ayes.
4. Introduction and First Reading of an Ordinance to Provide for Cooperative Purchasing and to Provide for Informal Bidding Procedures Pursuant to California Uniform Public Construction Cost Accounting (CUPCCA) Resolution to Adopt CUPCCA Procedures; and Finding Such Action Exempt from CEQA. Attorney Jared presents. Gives a brief summary of the resolution. The resolution number will be given after the approval from council. Councilmember Garcia asks if the resolution can be approved now and Public Works can fix the control panel that was previously mentioned. Attorney Jared answers yes. The ordinance must have two readings 5 days apart and does not go into effect for 30 days. Council waives full reading and introduce for first reading by reading of title only, an ordinance adding Chapter 3.12 to the Fort Jones Municipal Code addressing Purchasing Procedures, and finding such action exempt from the California Environmental Quality Act (CEQA). Motion made by DeCausmaker, seconded by LaRiviere. All Ayes.

**ADJOURNMENT:**

The meeting was adjourned at 3:29 p.m. The next regular town council meeting is scheduled to be held on March 10, 2025, at 7:00 p.m.

Attest:

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Jessie Monday, Town Clerk

Approved:

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Madeleine DeAndreis, Mayor

**Fort Jones Town Council  
Special Meeting Minutes  
February 11, 2025**

**CERTIFICATION OF POSTING AGENDA**

I, Cynthia Keno, Customer Service Representative for the Town of Fort Jones, hereby certify that the agenda for the February 11, 2025 special meeting of the Town Council was posted at the Town Hall, near the door of the Town Council Chambers, Ace Hardware, on the front window of the Fort Jones Post Office and on the Town's website [www.fortjonesca.org](http://www.fortjonesca.org) on February 10, 2025 by close of business.

I declare under the penalty of perjury that the forgoing is true and correct.

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Cynthia Keno, Customer Service Representative

**CALL TO ORDER AND ROLL CALL:**

The special meeting of the Fort Jones Town Council was called to order in person by Mayor Madeleine DeAndreis at 5:31 p.m. In addition to the mayor, councilmembers present were Michelle DeCausmaker, and Paula Johnson.

Staff present: Jessie Monday- Town Clerk, Everett Hullquist – Public Works, and Chief Joshua Short – Etna/Fort Jones Police Department, Kelly York- Etna/ Fort Jones Animal Control/ Code Enforcement Officer

**PLEDGE OF ALLEGIANCE:** Led by Mayor DeAndreis

**PUBLIC COMMENTS:**

Eric Whittaker, Town resident and owner of dog, states the dog never would have bit anyone if it wasn't for him and it was all his fault. The dog bit the women who is staying at his place because they were arguing and they were being very loud and shaking fingers at each other. The dog also bit his brother last August because him and his brother were physically fighting.

**DISCUSSION / REPORTS / ACTION ITEMS:**

1. Discuss possible action to affirm determination of animal control for euthanization of an animal per ordinance section 6.12.030

Chief Short says the dog has been out multiple times in the past couple years. The dog lives right by a school and is a danger to children. The owner disagrees because he only bites when the owner is being threatened. Chief Short says the dog is a risk because it bites and it does not have its vaccinations. ACO York says the Mt. Shasta Humaine

Society cannot feed the dog without it lunging at them. They believe it is more scared then aggressive, but it is a concern. General Consensus of the council, if the owner would like to keep the dog alive they must rehome it within the next 7 days and report to Chief Short or ACO York of where they are rehoming the dog outside the town limits. Mr. Whittaker must also pay all the fines and fees the humaine society requires. The council will have another special meeting next week to get an update of the status of this arrangement.

**STAFF COMMENTS:**

**COUNCIL COMMENTS:**

**ADJOURNMENT:**

The meeting was adjourned at 6:05 p.m. The next regular town council meeting is scheduled to be held on March 10, 2025, at 7:00 p.m.

Attest:

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Jessie Monday, Town Clerk

Approved:

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Madeleine DeAndreis, Mayor

**Fort Jones Town Council  
Special Meeting Minutes  
February 21, 2025**

**CERTIFICATION OF POSTING AGENDA**

I, Cynthia Keno, Customer Service Representative for the Town of Fort Jones, hereby certify that the agenda for the February 21, 2025 special meeting of the Town Council was posted at the Town Hall, near the door of the Town Council Chambers, Ace Hardware, on the front window of the Fort Jones Post Office and on the Town's website [www.fortjonesca.org](http://www.fortjonesca.org) on February 20, 2025 by close of business.

I declare under the penalty of perjury that the forgoing is true and correct.

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Cherie Stephen, Town Administrator

**CALL TO ORDER AND ROLL CALL:**

The special meeting of the Fort Jones Town Council was called to order in person by Mayor Madeleine DeAndreis at 12:30 p.m. In addition to the mayor, councilmembers present were Michelle DeCausmaker, and Mercedes Garcia. Paula Johnson and Alex LaRiviere were absent.

Staff present: Jessie Monday- Town Clerk, Cherie Stephen, Town Administrator, and Officer Missy Martin- Etna/Fort Jones Police Department

**PLEDGE OF ALLEGIANCE:** Led by Mayor DeAndreis

**PUBLIC COMMENTS:**

No comment

**DISCUSSION / REPORTS / ACTION ITEMS:**

1. Continued hearing regarding vicious animal.

Mr. Whittaker's brother, Adam, can no longer take the dog. His landlord denied his request to home the dog at his residence. The dog, Yager, will now go to live with Mr. Whittaker's other brother William Whittaker. William lives on Quartz Valley Indian Reservation and has talked to the Karuk Tribe Chairman, Harold Bennett. Mr. Bennett provided a letter from Quartz Valley Indian Reservation addressing the Yager was welcome to stay with William on the reservation. Such letter is not part of the Determination and Agreement approved by the Council. Attorney Jared goes over the agreement with council, Eric, and William Whittaker. States that council must be comfortable letting the dog live somewhere else without hurting anyone. Stipulations 1-7 on page 3 of the agreement must be done within 30 days and the dog must be neutered and have all vaccinations before leaving the Mt. Shasta Humane Society. The neuter

certificate needs to be provided to the Town Hall and Eric must pay all fees to the Mt. Shasta Humane Society and \$600 to the Town for staff time. Eric and Willam Whittaker both agree, sign, and initial agreement. Motion to approve conditional release of animal agreement made by Garcia, seconded by DeCausmaker. All Ayes.

**STAFF COMMENTS:**

**COUNCIL COMMENTS:**

**ADJOURNMENT:**

The meeting was adjourned at 1:29 p.m. The next regular town council meeting is scheduled to be held on March 10, 2025, at 7:00 p.m.

Attest:

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Jessie Monday, Town Clerk

Approved:

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Madeleine DeAndreis, Mayor



# Fort Jones Fire Department

Chief Joseph Hess  
Po Box 597  
31 Newton Street  
Fort Jones CA, 96032  
Station Phone (530)468-2261  
E-Mail- [ftjfire@sisqtel.net](mailto:ftjfire@sisqtel.net)

*To City Council,*

The Fire Department responded to 35 calls for service in the month of February. Members participated in 16 hours of scheduled training and numerous hours of online and on-duty proficiency training. The department has responded to 87 calls in 2025.

## February 2025 Calls

Call Type	City Limits	Out of City
MEDICAL AID	5	19
PUBLIC ASSIST	1	6
STRUCTURE FIRE		1
VEHICLE FIRE		1
VEHICLE ACCIDENT		1
CANCELLED		1
<hr/>	<hr/>	<hr/>
<b>TOTAL</b>	<b>6</b>	<b>29</b>

We were awarded a grant from The Daughters of the American Revolution for new wildland PPE. This grant comes with no match requirement from the town and will provide over \$30,000 in brand new PPE for all of our Firefighters.

The California State Fire Marshal's office has updated the state's fire hazard severity zones. With the update we are required by state law to designate the recommended zones via ordinance as set forth by the state within 120 days of receiving the updates (Feb 10<sup>th</sup>) I will be working with office staff and state representatives to prepare documentation and the ordinance and bring it back for approval within the 120 day limit.

For more information you can visit:

<https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/>

# **Town of Fort Jones**

## **Public Works Report**

**February 2025**

### **Sewer**

We recorded all the daily readings at the wastewater treatment plant and compiled them into a usable form. We completed the CIWQS reporting for the month. There were no sanitary sewer spills in the month of February.

The wastewater plant has been out of compliance with several issues, but especially our maximum daily flows. Throughout the month we are recording flows of well over 60,000 gallons a day, which is the Towns waste discharge requirement limit. We recorded over 600,000 gallons on two separate days. The remainder of the month has seen flows ranging from 230,000 to 380,000 gallons per day. We met with our new regulator Mr. Michael Reese. We are working on trying to become eligible for a CWSRF planning grant to eventually mitigate the effects of this problem. A current audit is not required for a CWSRF planning grant. Planning grants typically take years to complete, giving us enough time to complete our audit and to be ready for the construction grant. Any hours spent applying for a CWSRF grant can be tracked and then reimbursed through the grant if it is awarded. There are also other options for funding such as IBank, which gives loans to water/wastewater systems. We are trying to figure out what we need to do to mitigate the effects of the I and I and replace everything under Hwy 3 before Caltrans paves over it.

Due to the high volume of total suspended solids in the wastewater the sludge digester tank became overloaded and needed to be dug out. We dug out the Towns sludge digester to avoid an overflow.

We dug up a sewer main on Carlock street that had collapsed. We wanted to thank Austin Eastlick for helping us repair this sewer main. The main itself was located within 1 foot of the Siskiyou telephone main stem and was comprised of pipe that we estimated to be over 60 years old. It was 4 inches in diameter and served multiple houses. We updated the maps with the location/type/diameter of this sewer main.

## **Water**

We read all the meters and entered the information into the billing software. We replaced a failed meter on Main street with a new one. We handed out shut off notices for non-payment. The SAFER drought reporting for the month has been completed. We located water lines for all submitted 811 requests within the Town.

We are working on the yearly eAR Report which is an exhaustive report on every aspect of the water system and operations. This report is due April 1<sup>st</sup>.

We started to dig up a leaking valve on Don Street in anticipation of digging it up and replacing it. We will have to dig it up back to that main to get it shut down without shutting down half the Town to make a repair. This area of Don street has a 2 inch galvanized steel main serving multiple houses. Steel is perhaps the worst type of pipe. It is also some of the oldest in Town. The service lateral is also comprised of steel. There is not a gate valve to just turn off Don Street.

We went and picked up the new trailer for the backup generator. We installed the backup generator onto the trailer. We are now waiting to solicit quotes through our new CUPCCA ordinance to wire the generator into the well, and learn how I can use it to operate the well in an emergency. We will be developing a standard operating procedure for the generator to include into our emergency plan. This plan is going to be kept at the well, for all future operators to use.

Everett is working on completing all the items listed in the SWRCB's inspection. These items are due April 1<sup>st</sup>. We submitted our 2024 backflow testing results to the SWRCB. They mentioned that we did an excellent job implementing this program. This is the first time that Fort Jones has ever implemented testing of the BF devices, which is a huge step in the right direction.

We contracted with PACE Labs to have them test for asbestos and to do our Consumer Confidence Report for 2024. We worked with PACE to get them the information they need to submit the 2024 CCR for the Town of Fort Jones.

We have been working with E and S engineers to begin the water rate study. We are compiling actual budget/loan information and water usage/system information into spreadsheets for them to use in the study.

We dug up the water main on Cowan Street to make sure that it is in the location that is stated on the map, as well as to get the depth of the main to be able to do the engineering for the Cowan Street Sewer Improvement Project.

We are waiting on the passage of the CUPCCA ordinance to be able to complete some projects within the water system. The cellular control system for well 3/ tanks will be a much-needed upgrade. We are also going to be getting an electrician to wire in the backup generator to the well, and provide all the necessary training for PW to be able to activate the system when needed.

## **Parks**

We took out the trash weekly from the parks. We cleaned up the pigeon poop from the Walker Fields Grandstands at the request of a community member. We changed the oil in the John Deere mower in anticipation of the summer season.

We took down a problem tree at Town Hall that was too close to the building and cleaned all of the debris from that up.

## **Roads**

We took out the trash weekly from the Towns trash cans. We located the Towns storm drains for all 811 requests.

We are looking forward to the rehab of Scott River Road which was made possible by an RSTP grant in the amount of \$50,000 dollars. It will crack patch and chip seal all of the Towns portion of Scott River Road.



# ADMINISTRATION REPORT

**FEBRUARY 2025**

## ADMINISTRATOR

- LEAP Grant 15250 (Housing Element & Zoning Ordinances): Close out report was submitted. Grant complete.
- STIP- Butte and Bower Project: The project is scheduled to be approved for construction in the March California Transportation Commission (CTC) meeting.
- Cowan Street: E&S has been working with public works on completing the engineering portion of this project. Funding for this project will be made possible through the Bulk Water revenue.
- Per Capita Grant: Continue to request reimbursement for work performed. Still going through invoices.
- CDBG: Financial audits have been reconciled with the general ledger. Working with some customers on the annual total. Year end letters are still being sent out. The delay in getting the letters to the customer are due to not having the correct totals from prior years therefore I could not send them until their account was audited.
- Museum: The insurance company sent out a roofing company to give an estimate on the cost of the repair. I will be ordering a de-humidifier for the museum as the one they have has been working for years.
- Ball Field Roof: The insurance company sent out a roofing company to give an estimate on the cost of the repair.
- Audit: Now that the CDBG financials have been reconciled, I will be sending the auditor the totals along with other information pertaining to the loans. I will be working on the list of items they need that was sent to the prior administrator.
- General Finance: Process Accounts Payables, Accounts Receivables, and Payroll. Reconciliation of accounts.

Hired a new Town Clerk upon removal of previous Town Clerk. We welcome Jessie Monday to the Town of Fort Jones. Her first week here was quite a challenge which she handled incredibly well. I am so pleased to have her as a part of our team. I have no doubt she will excel in this position and provide much needed knowledge and professionalism to the Town.

Assist the public when needed.

## CLERK

Having just started this position, the Town Clerk has been very busy getting familiar with the Town's Ordinances, Resolutions, the common file and learning the procedures necessary for the position.

She attended her first Council meeting on her first day of employment as well as set up 2 separate special council meetings during the month of February.

2:09 PM  
03/05/25  
Accrual Basis

Feb 28, 25

**ASSETS**

**Current Assets**

Checking/Savings	
02-028700	366,181.38
02-810025 - GF	152,359.66
02-810116 - WRF	559,439.08
02-810141	663,003.45
02-810189	942,746.49
1801-CBDG	1,275.23
92 810153	-28,850.38
LAIF 98-47-310	
Fire Reserves	-200.00
LAIF 98-47-310 - Other	<u>-13,991.00</u>
<b>Total LAIF 98-47-310</b>	<b><u>-14,191.00</u></b>

Total Checking/Savings **2,641,963.91**

**Accounts Receivable**

1200 - Account Receivable	21,797.08
1201 - W Water Acct Receivable	70,921.78
1201 WW Sewer Acct Receivable	22,714.76
Sewer Connection	<u>-500.00</u>
<b>Total Accounts Receivable</b>	<b>114,933.62</b>

**Other Current Assets**

Payroll Service Customer Asset	<u>-2,609.42</u>
<b>Total Other Current Assets</b>	<b><u>-2,609.42</u></b>

**Total Current Assets** **2,754,288.11**

**Fixed Assets**

1720 - Utility Plant & Equip	2,390,432.58
1723 - Fire	310,457.81
1724 - Parks and Rec	425,454.00
1725 - Public Works	110,327.10
1726 - Streets and Roads	1,890,938.00
1777 - Accumulated Depreciation	<u>-2,517,541.00</u>
1900 - Town Buildings & Equip.	<u>826,776.26</u>
<b>Total Fixed Assets</b>	<b>3,436,844.75</b>

**Other Assets**

1810 B CDBG Loans RLF	
Total 1810 B CDBG Loans RLF	922,089.89
1915 - Public Safety Reserve	49,000.00
CDBG Loans 89-92	
Total CDBG Loans 89-92	<u>827,128.55</u>

**Total Other Assets** **1,798,218.44**

**TOTAL ASSETS**

**LIABILITIES & EQUITY**

2:09 PM  
03/05/25  
Accrual Basis

### Liabilities

#### Current Liabilities

##### Accounts Payable

2000 - Accounts Payable	13,658.00
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Total Accounts Payable	13,658.00
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##### Other Current Liabilities

###### 2102 - Payroll Liabilities

###### 2100 - SUICA

2110 - CompanyCA	9,291.75
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Total 2100 - SUICA	9,291.75
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###### 2104 - Federal Withholding

Federal Unemployment	224.57
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2104 - Federal Withholding - Other	2,632.47
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Total 2104 - Federal Withholding	2,857.04
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###### 2106 - State Withholding CA

9,457.91
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###### 2108 - FICA

2112 - Employee	3,544.41
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2118 - Company	3,916.40
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Total 2108 - FICA	7,460.81
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###### 2114 - Medicare

2116 - Employee	8,935.98
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2120 - Company	4,565.71
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Total 2114 - Medicare	13,501.69
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###### 2122 - Retirement

Company	-33.76
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2122 - Retirement - Other	6,342.36
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Total 2122 - Retirement	6,308.60
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###### 2400 - Retirement Withheld

-1,011.71
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###### 2500 - Medical Insurance

2510 - Company	51,115.73
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2520 - Employee	-77,165.01
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2500 - Medical Insurance - Other	6,962.46
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Total 2500 - Medical Insurance	-19,086.82
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###### 2102 - Payroll Liabilities - Other

-22,914.53
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Total 2102 - Payroll Liabilities	5,864.74
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2805 - Current Portion of Bond	13,000.00
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###### CDBG Impound Accounts

Total CDBG Impound Accounts	10,856.86
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Direct Deposit Liabilities	-7,828.44
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Employee Training Tax	7,018.72
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None	-3,462.93
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Total Other Current Liabilities	25,448.95
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Total Current Liabilities	39,106.95
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#### Long Term Liabilities

2:09 PM  
03/05/25  
Accrual Basis

2700 - Refundable Water Deposit	49.10
2800 - Water Bond Payable	165,317.50
<b>Total Long Term Liabilities</b>	<b>165,366.60</b>
<b>Total Liabilities</b>	<b>204,473.55</b>
<b>Equity</b>	
3000 - Opening Bal Equity	-263,470.45
3900 - Retained Earnings	8,143,437.93
Net Income	-95,089.73
<b>Total Equity</b>	<b>7,784,877.75</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>7,989,351.30</b>

	Jul '24 - Feb 25	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>II - General Government Income</b>				
4800 Housing Element				
4801 - 20-LEAP-15250 hcd	13,593.75			
Total 4800 Housing Element	13,593.75			
4099 - Property Taxes				
Slater Fire Prop Tax	0.00	342.00	-342.00	0.0%
4100 - Secured Current	68,709.58	61,423.29	7,286.29	111.86%
4101 - Unsecured Current	5,426.01	4,294.03	1,131.98	126.36%
4102 - Unsecured Delinquent	1,073.54	30.86	1,042.68	3,478.74%
4106- Supp Int	0.00	2.62	-2.62	0.0%
4108- Supp Del	7.66	145.13	-137.47	5.28%
4507 - Homeowner Alloc	540.03	1,123.41	-583.38	48.07%
4508 - VLF Net	38,911.52	54,999.60	-16,088.08	70.75%
4512 - Off Highway Vehicle Tax	0.00	0.00	0.00	0.0%
4514- Unsec Interest	0.00	2.62	-2.62	0.0%
4516- Sup Current	269.56	1,661.89	-1,392.33	16.22%
4518 - CA Fish& Game PILT	81.40	0.00	81.40	100.0%
Total 4099 - Property Taxes	115,019.30	124,025.45	-9,006.15	92.74%
4111 - Sales Tax	180,030.59	181,268.91	-1,238.32	99.32%
4214 - Land Use	0.00	100.00	-100.00	0.0%
4215e - Tax Allocation - Parks	0.00	0.00	0.00	0.0%
4216 - Franchises	0.00	7,720.14	-7,720.14	0.0%
4218 - Business License	82.00	6,253.03	-6,171.03	1.31%
4301- Fees Booking	0.00	0.00	0.00	0.0%
4302- Fees Collection Cost	-26.87	-18.23	-8.64	147.39%
4303 - Vehicle Fees	270.99	48.59	222.40	557.71%
4304-Fees Other	801.00			
4400 - Hall Rental	4,785.00	4,275.00	510.00	111.93%
4410 - Interest General Fund	0.00	16.36	-16.36	0.0%

4504 - Motor Vehicle in Lieu	0.00	0.00	0.00	0.0%
4730 - Miscellaneous	50.00	521.09	-471.09	9.6%
Transfer In - Admin	0.00	0.00	0.00	0.0%
Transfer Out - Tax Allocation	0.00	0.00	0.00	0.0%
II - General Government Income - Other	0.00	0.00	0.00	0.0%
<b>Total 1I - General Government Income</b>	<b>314,605.76</b>	<b>324,210.34</b>	<b>-9,604.58</b>	<b>97.04%</b>
<b>2I - Public Safety Income</b>				
2a - Law Enforcement				
4111- Growth Alloc	0.00	127.21	-127.21	0.0%
4112 - COPS Allocation	0.00	131,275.95	-131,275.95	0.0%
4115 - 17-18 Growth Allocation	0.00	0.00	0.00	0.0%
4116 - Prop172	0.00	3,241.35	-3,241.35	0.0%
4117 - Tax Allocation - Law Enf	339.31	0.00	339.31	100.0%
Animal Control				
4230 - Dog Licenses	265.00	255.00	10.00	103.92%
<b>Total Animal Control</b>	<b>265.00</b>	<b>255.00</b>	<b>10.00</b>	<b>103.92%</b>
<b>Total 2a - Law Enforcement</b>	<b>604.31</b>	<b>134,899.51</b>	<b>-134,295.20</b>	<b>0.45%</b>
2b - Fire Protection				
4740 - Fire Dept.	3,671.87	12,852.01	-9,180.14	28.57%
4741 - Tax Allocation - Fire	0.00	0.00	0.00	0.0%
4750 - Strike Team Income	153,735.10	145,152.88	8,582.22	105.91%
<b>Total 2b - Fire Protection</b>	<b>157,406.97</b>	<b>158,004.89</b>	<b>-597.92</b>	<b>99.62%</b>
<b>Total 2I - Public Safety Income</b>	<b>158,011.28</b>	<b>292,904.40</b>	<b>-134,893.12</b>	<b>53.95%</b>
<b>3I - Public Works Income</b>				
3a - Streets Income				
4499 - Gas Tax 2103	4,845.61	3,555.12	1,290.49	136.3%
4500 - Gas Tax 2106	4,896.14	4,642.05	254.09	105.47%
4501 - Gas Tax 2107	4,034.39	3,265.42	768.97	123.55%
4502 - Gas Tax 2107.5	1,000.00	1,000.00	0.00	100.0%
4503 - Gas Tax 2105	3,719.98	2,354.60	1,365.38	157.99%
4530 - Local Transportation	6,783.29	4,986.55	1,796.74	136.03%
4534-Prop 42 TCRF	0.00	0.00	0.00	0.0%

4538-Vehicle License Fee	3.88	0.00	3.88	100.0%
4540 - Tax Allocation - Roads	11,265.94	0.00	11,265.94	100.0%
SB1	0.00	5,117.31	-5,117.31	0.0%
3a - Streets Income - Other	0.00	1,127.61	-1,127.61	0.0%
<b>Total 3a - Streets Income</b>	<b>36,549.23</b>	<b>26,048.66</b>	<b>10,500.57</b>	<b>140.31%</b>
<b>3b - Sewer Income</b>				
4210 - Tax Allocation - Sewer	240.00	0.00	240.00	100.0%
4212 - Sewer Revenue	87,781.45	84,554.32	3,227.13	103.82%
4213 - Connections & Fees	8,000.00	7,500.00	500.00	106.67%
4214 - Material Reimbursement	1,021.30			
3b - Sewer Income - Other	3,288.74	4,549.92	-1,261.18	72.28%
<b>Total 3b - Sewer Income</b>	<b>100,331.49</b>	<b>96,604.24</b>	<b>3,727.25</b>	<b>103.86%</b>
<b>3c - Water Income</b>				
4810 - Water Revenue	82,928.50	103,134.36	-20,205.86	80.41%
4812 - Bulk Water Sales	660,214.95	345.00	659,869.95	191,366.65%
4815 - Tax Allocation - Water	2,241.56	0.00	2,241.56	100.0%
4820 - Water Interest	0.00	32.59	-32.59	0.0%
4830 - Water Connections	0.00	0.00	0.00	0.0%
4840 - Gretchen Acres Assess	479.54	2,249.91	-1,770.37	21.31%
3c - Water Income - Other	1,346.15	6,350.84	-5,004.69	21.2%
<b>Total 3c - Water Income</b>	<b>747,210.70</b>	<b>112,112.70</b>	<b>635,098.00</b>	<b>666.48%</b>
<b>Total 3I - Public Works Income</b>	<b>884,091.42</b>	<b>234,765.60</b>	<b>649,325.82</b>	<b>376.59%</b>
<b>5I - American Rescue Plan Act</b>				
4915 - ARPA Income	0.00	83,712.28	-83,712.28	0.0%
<b>Total 5I - American Rescue Plan Act</b>	<b>0.00</b>	<b>83,712.28</b>	<b>-83,712.28</b>	<b>0.0%</b>
<b>4900 - CBDG Interest</b>				
MI Bank/LAIF Interest	0.00	66.97	-66.97	0.0%
4900 - CBDG Interest - Other	12,698.72	9,332.75	3,365.97	136.07%
<b>Total 4900 - CBDG Interest</b>	<b>12,698.72</b>	<b>9,399.72</b>	<b>3,299.00</b>	<b>135.1%</b>
4901 - SCORE Reimbursement	0.00	0.00	0.00	0.0%
4903 - Library Reimbursement	7,066.14	9,686.35	-2,620.21	72.95%
4904 - SWRCB Reimbursement	0.00	15,220.00	-15,220.00	0.0%

4911 Coronavirus Relief Fund	0.00	-514.80	514.80	0.0%
4950-Housing Interest	0.00	515.02	-515.02	0.0%
6000 - Ball Park				
6001 - Donations	400.00			
6004 - Ball Park Rent	230.00			
Total 6000 - Ball Park	630.00			
Housing Interest	0.00	12,342.86	-12,342.86	0.0%
Total Income	1,377,103.32	982,241.77	394,861.55	140.2%
Gross Profit	1,377,103.32	982,241.77	394,861.55	140.2%
Expense				
1E- General Government Expense				
5800 Engineering	1,500.00			
5310-Retirement Fund	9,108.89			
Equipment Rental	2,878.07			
2285 - IT Services	22,467.16	9,974.84	12,492.32	225.24%
5100- Council/Election	6,700.83	1,036.59	5,664.24	646.43%
5110- Mayor Payroll	1,260.00	1,530.00	-270.00	82.35%
5120- Clerk Payroll	12,677.43	3,200.00	9,477.43	396.17%
5220- Supp\USPS	21,659.93	3,926.12	17,733.81	551.69%
5130- Treasurer Payroll	10,010.00			
5400 - Professional Fees				
5401 - Legal Fees	26,648.23	20,255.05	6,393.18	131.56%
5402 - Audit Fees	450.00	8,358.75	-7,908.75	5.38%
5403 - Consulting Fees	1,888.75	55,443.95	-53,555.20	3.41%
5404 - Engineering Fees - Annex	1,000.00	0.00	1,000.00	100.0%
5405 - Reimbursed Expenses	338.56	2,001.20	-1,662.64	16.92%
5400 - Professional Fees - Other	0.00	0.00	0.00	0.0%
Total 5400 - Professional Fees	30,325.54	86,058.95	-55,733.41	35.24%
5500- Planning				
5502 - City Promotion	0.00	4,501.63	-4,501.63	0.0%
5501 - Economic Development	43,173.75	3,333.36	39,840.39	1,295.2%
5500- Planning - Other	500.00	500.00	0.00	100.0%

Total 5500- Planning	43,673.75	8,334.99	35,338.76	523.98%
5160- Library Payroll	9,947.00	5,672.00	4,275.00	175.37%
5140 - Admin Payroll	13,264.30	48,447.74	-35,183.44	27.38%
5600- Misc.	0.00	2,238.86	-2,238.86	0.0%
5700- Publication	0.00	0.00	0.00	0.0%
5705 - Dues and Subscriptions	4,344.00	1,261.00	3,083.00	344.49%
6205- Health Insurance	38,100.00	10,249.86	27,850.14	371.71%
6300- Insurance				
6204- Workers Compensation	40,157.00	4,763.60	35,393.40	843.0%
6303- Liability Insurance	0.00	2,666.73	-2,666.73	0.0%
6304 -Property Insurance	0.00	0.00	0.00	0.0%
6305 - Crime Insurance	0.00	21.44	-21.44	0.0%
6300- Insurance - Other	0.00	0.00	0.00	0.0%
Total 6300- Insurance	40,157.00	7,451.77	32,705.23	538.89%
6301- Insurance Expense	20,077.00	0.00	20,077.00	100.0%
6400- Property Tax	342.96	341.90	1.06	100.31%
6406- 98 Bank Charge	0.00	558.00	-558.00	0.0%
9150-City Hall Expenses				
1-012 - City Hall Power	3,205.19	3,079.82	125.37	104.07%
133000- City Hall water	0.00	267.91	-267.91	0.0%
2281- City Hall Phone	50.13	0.00	50.13	100.0%
6601-Library Expense	0.00	0.00	0.00	0.0%
9153- Emergency expenses	500.00			
9154 - Disposal 2 yd Bin	1,145.00	1,389.00	-244.00	82.43%
9155 - Equipment Finance	463.23	2,891.16	-2,427.93	16.02%
9150-City Hall Expenses - Other	66.05	563.85	-497.80	11.71%
Total 9150-City Hall Expenses	5,429.60	8,191.74	-2,762.14	66.28%
9152- Propane	6,070.92	11,616.74	-5,545.82	52.26%
1E- General Government Expense - Other	255.56	1,607.64	-1,352.08	15.9%
Total 1E- General Government Expense	300,249.94	211,698.74	88,551.20	141.83%
2E- Public Safety Expense				
2EA- Law Enforcement Expense				

7120 - Admin Allocation - Law E	0.00	0.00	0.00	0.0%
7125 - Law Enforcement Services	177,408.76	148,770.72	28,638.04	119.25%
7135- Police Maintenance	0.00	4,000.00	-4,000.00	0.0%
7145- Dispatch	0.00	5,125.00	-5,125.00	0.0%
7180 - Law Enforcement - Other	0.00	0.00	0.00	0.0%
7181 - Law Enforcement Phones	1,442.40	1,293.93	148.47	111.47%
Animal Control				
7930- Animal Control	0.00	0.00	0.00	0.0%
Total Animal Control	0.00	0.00	0.00	0.0%
2EA- Law Enforcement Expense - Other	0.00	0.00	0.00	0.0%
Total 2EA- Law Enforcement Expense	178,851.16	159,189.65	19,661.51	112.35%
2EB- Fire Department Expense				
7560 - 50/50 Grant	4,486.61			
7515 - FD Sleeper Grocery	127.61	841.95	-714.34	15.16%
7532 - FF Training	0.00	708.00	-708.00	0.0%
Crime Insurance	0.00	39.84	-39.84	0.0%
7550 - Misc Expense _ Fire Dept	47,682.21	3,573.33	44,108.88	1,334.39%
6310- Property Insurance	0.00	552.46	-552.46	0.0%
7500 - Admin Allocation - Fire	0.00	0.00	0.00	0.0%
7505 - Liability Insurance	0.00	2,929.91	-2,929.91	0.0%
7506 - Work Comp Insurance	0.00	5,238.59	-5,238.59	0.0%
7507 - Auto Insurance	0.00	3,979.56	-3,979.56	0.0%
7510- Fire Dept Payroll	50,365.76	20,269.27	30,096.49	248.48%
7511- Firefighter Physicals	0.00	0.00	0.00	0.0%
7512 - Live Scan	0.00	0.00	0.00	0.0%
7513 - Calls & Meetings	10,986.00	8,856.62	2,129.38	124.04%
7520- Fire Dept Supl & Mtnce	31,520.36	43,582.42	-12,062.06	72.32%
7525- Pub Safety Fuel & Oil				
7527- Gas Reimbursement	112.56			
7525- Pub Safety Fuel & Oil - Other	16,875.47	9,322.18	7,553.29	181.03%
Total 7525- Pub Safety Fuel & Oil	16,988.03	9,322.18	7,665.85	182.23%
7540- Fire Dept. Utilities				

1-001- Fire Dept. Power Bill	3,665.94	2,742.93	923.01	133.65%
2261- Fire Dept. Phone	1,123.03	3,015.37	-1,892.34	37.24%
2262 - Disposal	1,145.00	1,389.00	-244.00	82.43%
7541- Propane	0.00	514.21	-514.21	0.0%
7540- Fire Dept. Utilities - Other	2,929.47			
<b>Total 7540- Fire Dept. Utilities</b>	<b>8,863.44</b>	<b>7,661.51</b>	<b>1,201.93</b>	<b>115.69%</b>
<b>2EB- Fire Department Expense - Other</b>	<b>7,724.21</b>	<b>81.00</b>	<b>7,643.21</b>	<b>9,536.06%</b>
<b>Total 2EB- Fire Department Expense</b>	<b>178,744.23</b>	<b>107,636.64</b>	<b>71,107.59</b>	<b>166.06%</b>
<b>2EC - Strike Team Expenses</b>				
7514 Seasonal FF Payroll	48,104.00	24,900.00	23,204.00	193.19%
Crime Insurance	0.00	39.84	-39.84	0.0%
6311 - Property Insurance	0.00	552.46	-552.46	0.0%
7502 - Auto Insurance	0.00	3,979.56	-3,979.56	0.0%
7505b - Liability Insurance	0.00	2,929.62	-2,929.62	0.0%
7506b - Workers Comp Ins	0.00	5,238.59	-5,238.59	0.0%
7513 Fleet Maintenance - Strike	0.00	19,938.76	-19,938.76	0.0%
7515 - Strike Team Payroll	282,969.18	64,878.03	218,091.15	436.16%
7516 - Payroll Taxes				
7517 - FICA	0.00	0.00	0.00	0.0%
7518 - Medicare	0.00	0.00	0.00	0.0%
7519 - SUI	0.00	0.00	0.00	0.0%
<b>Total 7516 - Payroll Taxes</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total 2EC - Strike Team Expenses</b>	<b>331,073.18</b>	<b>122,456.86</b>	<b>208,616.32</b>	<b>270.36%</b>
<b>Total 2E- Public Safety Expense</b>	<b>688,668.57</b>	<b>389,283.15</b>	<b>299,385.42</b>	<b>176.91%</b>
<b>3E- Public Works Expense</b>				
<b>3EA- Streets</b>				
8505 - Clothes Allowance	0.00	0.00	0.00	0.0%
Crime Insurance	0.00	4.41	-4.41	0.0%
1-000 - Street Lights				
02 HPSV Lights	392.84	337.77	55.07	116.3%
02 HPSV Metal Lights	253.63	160.02	93.61	158.5%
10 HPSV Wood Lights	2,553.48	2,195.50	357.98	116.31%

11 HPSV Lights	1,394.87	879.99	514.88	158.51%
72 HPSV Lights	<u>11,346.45</u>	<u>7,251.17</u>	<u>4,095.28</u>	<u>156.48%</u>
Total 1-000 - Street Lights	15,941.27	10,824.45	5,116.82	147.27%
6306- Property Insurance	0.00	0.00	0.00	0.0%
8110 - Admin Allocation - Street	0.00	0.00	0.00	0.0%
8120- Street Mtnce/Utilities				
1-005 - Barn Power	1,929.57	1,124.97	804.60	171.52%
1-006 Barn Maintenance	0.00	786.62	-786.62	0.0%
1-007 - Phone Bill	782.49	674.57	107.92	116.0%
8121- Street Maintenance				
8126- LTC	0.00	0.00	0.00	0.0%
8127- STIP Project - Consulting	3,612.00	3,293.00	319.00	109.69%
8121- Street Maintenance - Other	<u>2,703.72</u>	<u>1,261.47</u>	<u>1,442.25</u>	<u>214.33%</u>
Total 8121- Street Maintenance	6,315.72	4,554.47	1,761.25	138.67%
8120- Street Mtnce/Utilities - Other	<u>0.00</u>	<u>98.00</u>	<u>-98.00</u>	<u>0.0%</u>
Total 8120- Street Mtnce/Utilities	9,027.78	7,238.63	1,789.15	124.72%
8130- Equipment Maintenance				
8131- Fuel & Oil	0.00	0.00	0.00	0.0%
8132- Repairs	1,851.07	0.00	1,851.07	100.0%
8133- Parts & Supplies	111.03	4,276.94	-4,165.91	2.6%
8134- Equipment Purchases	27.92			
8135- Roads	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Total 8130- Equipment Maintenance	1,990.02	4,276.94	-2,286.92	46.53%
8136 -Auto Insurance	0.00	0.00	0.00	0.0%
8137- Mobile Equip	0.00	110.04	-110.04	0.0%
8199- Road Payroll	10,506.81	10,117.00	389.81	103.85%
8200- Major Street Const.				
8240 - SB1	58,963.00			
8245 - STIP	344.00	0.00	344.00	100.0%
8200- Major Street Const. - Other	<u>0.00</u>	<u>1,431.75</u>	<u>-1,431.75</u>	<u>0.0%</u>
Total 8200- Major Street Const.	59,307.00	1,431.75	57,875.25	4,142.27%
8250 - Street Engineering	0.00	0.00	0.00	0.0%

8509 - Liability Insurance	0.00	313.30	-313.30	0.0%
8511 - Work Comp Insurance	0.00	570.88	-570.88	0.0%
3EA- Streets - Other	<u>2,500.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>100.0%</u>
Total 3EA- Streets	<u>99,272.88</u>	<u>34,887.40</u>	<u>64,385.48</u>	<u>284.55%</u>
3E- Public Works Expense - Other	<u>5,306.85</u>			
Total 3E- Public Works Expense	<u>104,579.73</u>	<u>34,887.40</u>	<u>69,692.33</u>	<u>299.76%</u>
3EB- Sewer Expense				
8523 - WWTP	692.50			
8545 - Clothes Allowance	0.00	0.00	0.00	0.0%
Crime Insurance	0.00	3.41	-3.41	0.0%
6308-Property Insurance	0.00	732.14	-732.14	0.0%
8505 - Admin Allocation - Sewe	0.00	0.00	0.00	0.0%
8510- Sewer Payroll	11,084.57	6,256.00	4,828.57	177.18%
8520- Sewer Expenses				
1-015 - Sewer Power bill	428.09	215.09	213.00	199.03%
1-019 bbp sewer	165.06	113.32	51.74	145.66%
8521- Sewer Rep & Mtnce				
8524- Cowan Street	4,251.00			
8525- Emergency Sewer	738.85			
8521- Sewer Rep & Mtnce - Other	<u>3,628.01</u>	<u>1,017.09</u>	<u>2,610.92</u>	<u>356.71%</u>
Total 8521- Sewer Rep & Mtnce	<u>8,617.86</u>	<u>1,017.09</u>	<u>7,600.77</u>	<u>847.31%</u>
8527 Fuel-Oil	0.00	0.00	0.00	0.0%
8553- Auro Insurance	0.00	469.45	-469.45	0.0%
8520- Sewer Expenses - Other	0.00	0.00	0.00	0.0%
Total 8520- Sewer Expenses	9,211.01	1,814.95	7,396.06	507.51%
8522 - Waste Water Monitoring	4,681.21	7,736.40	-3,055.19	60.51%
8530- Sewer Supplies	4,949.49	34.67	4,914.82	14,276.0%
8535-Office	0.00	375.00	-375.00	0.0%
8540- State Fees	32,150.00	28,140.00	4,010.00	114.25%
8549- Mobile Equip.	0.00	110.04	-110.04	0.0%
8550 - Liability Insurance	0.00	417.48	-417.48	0.0%
8551 - Work Comp Insurance	0.00	761.12	-761.12	0.0%

8552 - Training	169.00	215.00	-46.00	78.61%
Sewer Testing	900.57	304.51	596.06	295.74%
3EB- Sewer Expense - Other	26.25			
<b>Total 3EB- Sewer Expense</b>	<b>63,864.60</b>	<b>46,900.72</b>	<b>16,963.88</b>	<b>136.17%</b>
<b>3EC- Water Expense</b>				
8618 - Clothes Allowance	0.00	0.00	0.00	0.0%
Crime Insurance	0.00	3.41	-3.41	0.0%
6307-Property Insurance	0.00	2,570.95	-2,570.95	0.0%
8605 - Allocate Admin - Water	0.00	0.00	0.00	0.0%
8609- Water Training	207.71	3,155.00	-2,947.29	6.58%
8610- Water Parts & Supplies	1,222.23	3,781.95	-2,559.72	32.32%
8612- Water Office & Postage	158.52	4,156.27	-3,997.75	3.81%
8615- Water Payroll	57,538.66	37,676.50	19,862.16	152.72%
8620- Water Repairs & Mtnce	20,308.07	22,307.57	-1,999.50	91.04%
8623- Mobile Equip.	3,698.63	110.04	3,588.59	3,361.17%
8624 - Auto Insurance	0.00	469.45	-469.45	0.0%
8625- Water Liability Ins	0.00	521.87	-521.87	0.0%
8626 - Work Comp	0.00	951.27	-951.27	0.0%
8627 - Fuel-Oil	3,233.42	3,464.56	-231.14	93.33%
8630- Water Fees & Testing	10,610.36	3,801.15	6,809.21	279.14%
8640- Water Utilities				
<b>1-000 - Water Power</b>				
New Pump	13,382.07	9,054.86	4,327.21	147.79%
Old pump	680.02	446.33	233.69	152.36%
<b>Total 1-000 - Water Power</b>	<b>14,062.09</b>	<b>9,501.19</b>	<b>4,560.90</b>	<b>148.0%</b>
<b>1-001 - Water Phones</b>				
468-2598	2,153.19	1,785.31	367.88	120.61%
468-5864	0.00	558.82	-558.82	0.0%
Cell	952.59	1,119.79	-167.20	85.07%
<b>1-001 - Water Phones - Other</b>	<b>0.00</b>			
<b>Total 1-001 - Water Phones</b>	<b>3,105.78</b>	<b>3,463.92</b>	<b>-358.14</b>	<b>89.66%</b>
8640- Water Utilities - Other	1,941.00			

Total 8640- Water Utilities	19,108.87	12,965.11	6,143.76	147.39%
8650- Water Engineering	0.00	28,442.50	-28,442.50	0.0%
8660- Water Interest				
8632 - Revenue Bond Interest	0.00	5,527.50	-5,527.50	0.0%
Total 8660- Water Interest	0.00	5,527.50	-5,527.50	0.0%
3EC- Water Expense - Other	0.00	4,232.70	-4,232.70	0.0%
Total 3EC- Water Expense	116,086.47	134,137.80	-18,051.33	86.54%
3EG -8690 -Water Planning Grant	0.00	592.50	-592.50	0.0%
4E- Parks & Recreation Expense				
9151- City Hall Maintenance	55.14	15,894.44	-15,839.30	0.35%
9115 - Clothes Allowance	0.00	0.00	0.00	0.0%
Crime Insurance	0.00	3.41	-3.41	0.0%
9116 - Janitorial Payroll	14,411.44	4,350.30	10,061.14	331.28%
02 Admin Allocation - Parks	0.00	0.00	0.00	0.0%
03 Parks & Recreation Grants				
2020 Per Capita - Scout Hall	0.00	11,654.12	-11,654.12	0.0%
2020 Per Capita - LLP				
Improvements	0.00	28,137.72	-28,137.72	0.0%
LLP Project Payroll	0.00	4,663.50	-4,663.50	0.0%
2020 Per Capita - LLP - Other	0.00	2,979.00	-2,979.00	0.0%
Total 2020 Per Capita - LLP	0.00	35,780.22	-35,780.22	0.0%
03 Parks & Recreation Grants - Other	36.07			
Total 03 Parks & Recreation Grants	36.07	47,434.34	-47,398.27	0.08%
6305- Property Ins Parks				
9104- Mobile Equip.	0.00	110.04	-110.04	0.0%
6305- Property Ins Parks - Other	0.00	2,939.91	-2,939.91	0.0%
Total 6305- Property Ins Parks	0.00	3,049.95	-3,049.95	0.0%
9105- Auto Insurance	0.00	469.45	-469.45	0.0%
9106 - Work Comp Parks	0.00	1,522.01	-1,522.01	0.0%
9107 - Liability Ins Parks	0.00	835.19	-835.19	0.0%
9108 - L.L. Park	0.00	4,632.95	-4,632.95	0.0%
9109- Parks Payroll	14,513.50	9,697.50	4,816.00	149.66%

9110 - Park Expense	0.00	0.00	0.00	0.0%
9130- Ball Park Expenses				
1-002 - LLP Snack	434.17	249.54	184.63	173.99%
1-013 - BBP lights	2,083.52	1,266.24	817.28	164.54%
1-014 - LLP lights	229.64	121.99	107.65	188.25%
1-017 - BBP pump	180.00	127.52	52.48	141.15%
9131- Maintenance & Supplies	0.00	2,734.52	-2,734.52	0.0%
9130- Ball Park Expenses - Other	0.00	0.00	0.00	0.0%
Total 9130- Ball Park Expenses	2,927.33	4,499.81	-1,572.48	65.06%
9140- Scout Hall Expenses				
1-006 - Scout Hall Power	1,027.13	518.18	508.95	198.22%
9141- Scout Hall Repairs	0.00	3,971.04	-3,971.04	0.0%
Total 9140- Scout Hall Expenses	1,027.13	4,489.22	-3,462.09	22.88%
9160- Museum Expenses				
1-004 - Museum Electricity	752.39	542.27	210.12	138.75%
1-XXX - Museum Monitor Fuel	885.72	4,234.23	-3,348.51	20.92%
5568- Museum Phone	783.53	675.23	108.30	116.04%
9161- Museum Maintenance	200.82			
Total 9160- Museum Expenses	2,622.46	5,451.73	-2,829.27	48.1%
4E- Parks & Recreation Expense - Other	888.13	648.29	239.84	137.0%
Total 4E- Parks & Recreation Expense	36,481.20	102,978.59	-66,497.39	35.43%
4EF - Sewer Grant	0.00	17,599.30	-17,599.30	0.0%
5E - American Rescue Plan				
6.1 - Government Expense	0.00	48,338.83	-48,338.83	0.0%
Total 5E - American Rescue Plan	0.00	48,338.83	-48,338.83	0.0%
6504- Payroll Taxes				
Federal Unemployment	3,103.03	1,233.68	1,869.35	251.53%
6506- FICA	39,894.33	18,859.18	21,035.15	211.54%
6508- Medicare	9,330.12	4,410.62	4,919.50	211.54%
6512- SUI	11,307.96	7,173.61	4,134.35	157.63%
6516 - ETT	0.00	0.00	0.00	0.0%
6504- Payroll Taxes - Other	0.00	559.98	-559.98	0.0%

Total 6504- Payroll Taxes	63,635.44	32,237.07	31,398.37	197.4%
6600- Medical Insurance				
6603- Medical Ins Reimb	246.40			
Total 6600- Medical Insurance	246.40			
9700- CBDG Const Housing				
Gen Adm & Program Delivery				
9710 - Property Tax	934.08			
Gen Adm & Program Delivery - Other	0.00	7,010.90	-7,010.90	0.0%
Total Gen Adm & Program Delivery	934.08	7,010.90	-6,076.82	13.32%
Housing Loans				
Gomez	0.00	897.86	-897.86	0.0%
Total Housing Loans	0.00	897.86	-897.86	0.0%
Total 9700- CBDG Const Housing	934.08	7,908.76	-6,974.68	11.81%
Payroll Expenses	97,446.62	-415.51	97,862.13	-23,452.29%
Reconciliation Discrepancies	0.00	-457.00	457.00	0.0%
Total Expense	1,472,193.05	1,025,690.35	446,502.70	143.53%
Net Income	<u><u>-95,089.73</u></u>	<u><u>-43,448.58</u></u>	<u><u>-51,641.15</u></u>	<u><u>218.86%</u></u>

**Town of Fort Jones**  
**Vendor Balance Detail**  
**As of February 28, 2025**

	<b>Type</b>	<b>Date</b>	<b>Amount</b>	<b>Balance</b>
0 +				<b>20,534.76</b>
Total 0 +				20,534.76
<b>A1 Drains</b>				<b>0.00</b>
	Bill	02/18/2025	738.85	738.85
	Bill Pmt -Check	02/19/2025	-738.85	0.00
Total A1 Drains			0.00	0.00
<b>Aldrich Const.</b>				<b>-1,311.25</b>
Total Aldrich Const.				-1,311.25
<b>American Business Association</b>				<b>0.00</b>
	Bill	02/18/2025	275.00	275.00
	Bill Pmt -Check	02/19/2025	-275.00	0.00
Total American Business Association			0.00	0.00
<b>AT&amp;T</b>				<b>0.00</b>
	Bill	02/18/2025	432.07	432.07
	Bill Pmt -Check	02/19/2025	-432.07	0.00
Total AT&T			0.00	0.00
<b>City of Etna*</b>				<b>0.00</b>
	Bill	02/18/2025	59,136.25	59,136.25
	Bill Pmt -Check	02/19/2025	-59,136.25	0.00
Total City of Etna*			0.00	0.00
<b>Colantuono, Highsmith &amp; Whatley, PC</b>				<b>0.00</b>
	Bill	02/18/2025	1,963.50	1,963.50
	Bill Pmt -Check	02/19/2025	-1,963.50	0.00
Total Colantuono, Highsmith & Whatley, PC			0.00	0.00
<b>Dell</b>				<b>0.00</b>
Total Dell				0.00
<b>E&amp;S Engineers and Surveyors</b>				<b>0.00</b>
	Bill	02/18/2025	516.00	516.00
	Bill	02/18/2025	500.00	1,016.00
	Bill	02/18/2025	1,548.00	2,564.00
	Bill Pmt -Check	02/19/2025	-516.00	2,048.00

**Town of Fort Jones**  
**Vendor Balance Detail**  
**As of February 28, 2025**

	<b>Type</b>	<b>Date</b>	<b>Amount</b>	<b>Balance</b>
Total E&S Engineers and Surveyors	Bill Pmt -Check	02/19/2025	-500.00	1,548.00
	Bill Pmt -Check	02/19/2025	-1,548.00	0.00
			0.00	0.00
<b>ESO Solutions Inc.</b>				<b>0.00</b>
	Bill	02/18/2025	850.00	850.00
	Bill Pmt -Check	02/19/2025	-850.00	0.00
Total ESO Solutions Inc.			0.00	0.00
<b>Everett Hullquist *</b>				<b>0.00</b>
	Bill	02/25/2025	98.63	98.63
	Bill Pmt -Check	02/25/2025	-98.63	0.00
Total Everett Hullquist *			0.00	0.00
<b>FEMA Flood Payments</b>				<b>-457.00</b>
Total FEMA Flood Payments				-457.00
<b>Fort Jones Ace Hardware</b>				<b>0.00</b>
	Bill	02/18/2025	84.15	84.15
	Bill Pmt -Check	02/19/2025	-84.15	0.00
	Bill	02/25/2025	54.23	54.23
	Bill Pmt -Check	02/25/2025	-54.23	0.00
Total Fort Jones Ace Hardware			0.00	0.00
<b>Fort Jones Lumber</b>				<b>0.00</b>
	Bill	02/18/2025	359.28	359.28
	Bill Pmt -Check	02/19/2025	-359.28	0.00
Total Fort Jones Lumber			0.00	0.00
<b>Mean Gene's Gas</b>				<b>0.00</b>
	Bill	02/25/2025	218.09	218.09
	Bill Pmt -Check	02/25/2025	-218.09	0.00
Total Mean Gene's Gas			0.00	0.00
<b>Mechanics Bank</b>				<b>0.00</b>
	Bill	02/25/2025	130.00	130.00
	Bill Pmt -Check	02/25/2025	-130.00	0.00
Total Mechanics Bank			0.00	0.00

**Town of Fort Jones**  
**Vendor Balance Detail**  
**As of February 28, 2025**

	<b>Type</b>	<b>Date</b>	<b>Amount</b>	<b>Balance</b>
<b>P&amp;W Service Center</b>				<b>-4,722.75</b>
Total P&W Service Center				-4,722.75
<b>PACE Labs</b>				<b>0.00</b>
	Bill	02/25/2025	309.72	309.72
	Bill Pmt -Check	02/25/2025	-309.72	0.00
Total PACE Labs			0.00	0.00
<b>Pacific Power</b>				<b>0.00</b>
	Bill	02/18/2025	6,404.47	6,404.47
	Bill Pmt -Check	02/19/2025	-6,404.47	0.00
Total Pacific Power			0.00	0.00
<b>Quad-B Systems</b>				<b>0.00</b>
	Bill	02/18/2025	3,095.61	3,095.61
	Bill Pmt -Check	02/19/2025	-3,095.61	0.00
Total Quad-B Systems			0.00	0.00
<b>Scott River Pump</b>				<b>0.00</b>
	Bill	02/18/2025	4,783.40	4,783.40
	Bill Pmt -Check	02/19/2025	-4,783.40	0.00
Total Scott River Pump			0.00	0.00
<b>Scott Valley Auto Parts</b>				<b>0.00</b>
	Bill	02/18/2025	60.56	60.56
	Bill Pmt -Check	02/19/2025	-60.56	0.00
Total Scott Valley Auto Parts			0.00	0.00
<b>Scott Valley Disposal</b>				<b>0.00</b>
	Bill	02/18/2025	330.00	330.00
	Bill Pmt -Check	02/19/2025	-330.00	0.00
Total Scott Valley Disposal			0.00	0.00
<b>SHN Consulting Engineers &amp; Geologists</b>				<b>0.00</b>
	Bill	02/25/2025	692.50	692.50
	Bill Pmt -Check	02/25/2025	-692.50	0.00
Total SHN Consulting Engineers & Geologists			0.00	0.00
<b>Siskiyou County Economic Council</b>				<b>0.00</b>

**Town of Fort Jones**  
**Vendor Balance Detail**  
**As of February 28, 2025**

	<b>Type</b>	<b>Date</b>	<b>Amount</b>	<b>Balance</b>
Total Siskiyou County Economic Council	Bill Pmt -Check	02/25/2025	-1,000.00	-1,000.00
	Bill	02/28/2025	1,000.00	0.00
			0.00	0.00
<b>Siskiyou Telephone</b>				<b>0.00</b>
	Bill	02/18/2025	732.32	732.32
	Bill Pmt -Check	02/19/2025	-732.32	0.00
Total Siskiyou Telephone			0.00	0.00
<b>State farm Insurance Companies</b>				<b>-351.76</b>
Total State farm Insurance Companies				-351.76
<b>Stifel</b>				<b>0.00</b>
	Bill	02/19/2025	883.86	883.86
	Bill	02/25/2025	449.01	1,332.87
	Bill Pmt -Check	02/25/2025	-883.86	449.01
	Bill Pmt -Check	02/25/2025	-449.01	0.00
Total Stifel			0.00	0.00
<b>Suburban Propane</b>				<b>0.00</b>
	Bill	02/18/2025	826.75	826.75
	Bill Pmt -Check	02/19/2025	-826.75	0.00
Total Suburban Propane			0.00	0.00
<b>TrailersPlus Medford</b>				<b>0.00</b>
	Bill	02/18/2025	3,600.00	3,600.00
	Bill Pmt -Check	02/19/2025	-3,600.00	0.00
Total TrailersPlus Medford			0.00	0.00
<b>Ubeo West LLC</b>				<b>0.00</b>
	Bill	02/18/2025	772.34	772.34
	Bill Pmt -Check	02/19/2025	-772.34	0.00
Total Ubeo West LLC			0.00	0.00
<b>Us Bank Corporate Payment Systems</b>				<b>0.00</b>
	Bill	02/18/2025	2,798.39	2,798.39
	Bill Pmt -Check	02/19/2025	-2,798.39	0.00
Total Us Bank Corporate Payment Systems			0.00	0.00

**Town of Fort Jones**  
**Vendor Balance Detail**  
**As of February 28, 2025**

	<b>Type</b>	<b>Date</b>	<b>Amount</b>	<b>Balance</b>
<b>USA Bluebook</b>				<b>0.00</b>
	Bill	02/25/2025	33.07	33.07
	Bill Pmt -Check	02/25/2025	-33.07	0.00
Total USA Bluebook			0.00	0.00
<b>Valley Pacific Petroleum Services</b>				<b>0.00</b>
	Bill	02/18/2025	1,117.04	1,117.04
	Bill Pmt -Check	02/19/2025	-1,117.04	0.00
	Bill	02/25/2025	708.55	708.55
	Bill Pmt -Check	02/25/2025	-708.55	0.00
Total Valley Pacific Petroleum Services			0.00	0.00
<b>Valley Tire</b>				<b>0.00</b>
	Bill	02/18/2025	1,591.85	1,591.85
	Bill Pmt -Check	02/19/2025	-1,591.85	0.00
Total Valley Tire			0.00	0.00
<b>Verizon Wireless</b>				<b>0.00</b>
	Bill	02/18/2025	119.08	119.08
	Bill Pmt -Check	02/19/2025	-119.08	0.00
Total Verizon Wireless			0.00	0.00
<b>Victor Kwasnikow</b>				<b>0.00</b>
	Bill Pmt -Check	02/25/2025	-255.50	-255.50
	Bill	02/28/2025	255.50	0.00
Total Victor Kwasnikow			0.00	0.00
<b>Wood Jesse</b>				<b>-34.00</b>
Total Wood Jesse				-34.00
<b>TOTAL</b>			<b>0.00</b>	<b>13,658.00</b>

## Town of Fort Jones

## Payroll Summary

February 2025

	Hours	Rate	Feb 25
Employee Wages, Taxes and Adjustments			
Gross Pay			
City Council Member Stipend	2	300.00	
Retention Recruitment Officer	2	5,280.00	
Salary (Administrator)	2	9,083.08	
Salary (Fire Chief)	2	5,412.00	
Salary (Mayor)		180.00	
Clerk Payroll	108.5	25.00	2,373.01
FD Calls	13	15.00	195.00
FD Training	2	15.00	30.00
Fire Hall Seasonal		150.00	0.00
Firefighter Rate	528	16.00	8,712.00
Holiday - Clerk	16	25.00	339.68
Holiday - Janitorial		18.71	0.00
Holiday - Parks & Rec	8	22.55	180.40
Holiday - Water	8	27.17	217.36
Janitorial Payroll	86	18.71	1,609.06
Library Payroll	50	20.00	1,080.00
On-call PW	511.5	2.00	1,023.00
Overtime- Water		40.76	0.00
Overtime-Roads		40.76	0.00
Overtime-Sewer		40.76	0.00
Overtime - Admin	6.5	37.50	243.75
Overtime - Parks/Rec		40.76	0.00
Parks Payroll	22	27.17	551.54
Road Payroll	59	27.17	1,464.43
Sewer Payroll	76	27.17	1,926.32
Sick Pay - Admin	7	17.46	122.22
Sick Pay - Clerk		20.00	0.00
Sick Pay - Fire		32.00	0.00
Sick Pay - Janitorial		18.71	0.00
Sick Pay - Parks/Rec	18.5	22.55	417.18
Storm Drains	2	22.55	45.10
Town Hall	10	27.17	246.30
Vacation - Fire		32.00	0.00
Vacation - Janitorial		18.71	0.00
Water Payroll	244.75	25.00	5,253.85
Medical Reimbursement			246.40
Total Gross Pay	1,784.75		46,531.68
Deductions from Gross Pay			
2520- Med Ins Employee			-835.60
Total Deductions from Gross Pay			-835.60
Adjusted Gross Pay	1,784.75		45,696.08
Taxes Withheld			
Federal Withholding			-2,993.00
Medicare Employee			-671.14
Social Security Employee			-2,869.71
CA - Withholding			-919.36
Medicare Employee Addl Tax			0.00
Total Taxes Withheld			-7,453.21
Net Pay	1,784.75		38,242.87

2:06 PM

03/05/25

Town of Fort Jones  
Payroll Summary  
February 2025

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	Hours	Rate	Feb 25
Employer Taxes and Contributions			
Federal Unemployment			118.31
Medicare Company			671.14
Social Security Company			2,869.71
CA - Unemployment Company			1,216.33
CA - Employee Training Tax			0.00
 Total Employer Taxes and Contributions			 4,875.49



## The Town of Fort Jones

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**To:** Fort Jones Town Council  
**Meeting Date:** March 10, 2025  
**From:** Jessie Monday, Town Clerk  
**Subject:** Consideration of approval to sign and adopt a proclamation for Child Abuse Prevention Month in April, Week of the Young Child April 5th-11th, as well as Domestic Violence Awareness Month also in April.

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### **Background:**

First 5 Siskiyou has been coming to the Town of Fort Jones to have Council accept the proclamation for Child Abuse Awareness. The month of April will be dedicated to help teenagers and children become healthy adults, all children deserve to live in safe, stable and nurturing homes and communities. Children are vital to Siskiyou County's prosperity and future success and the people of Siskiyou County believe in the celebration of life, inclusion, and hope through our children, and deplore and condemn acts of violence committed upon the children of our communities. The lives of children--who have been hurt or lost to child abuse--are honored by studying their stories in order to prevent future abuse and protect the innocence, health and lives of all our county's children. This month will also bring awareness to child abuse, rape, sexual assault and sexual harassment impact our society and child abuse, neglect and sexual assault prevention is a community responsibility affecting both the current and future generations. Research has shown the enormous impact that positive parenting practices have on a child's social, emotional, and intellectual development and future success and communities that understand the importance of prevention and support for the well-being of citizens, thrive and prosper. Effective child abuse and sexual assault prevention succeed because of partnerships among citizens and all sectors of the county. April is the month to focus public attention on the needs of all children, and prevention of sexual assault; With leadership, dedication, and encouragement, there is evidence that we can be successful in preventing child abuse and sexual violence in Siskiyou County. First 5 Siskiyou would like Council to declare April as Child Abuse Prevention and Sexual Assault Awareness Month--as well as April 5h-11h, 2025 as Week of the Young Child. We call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening families in the communities in which we live.

### **Recommendation:**

The Town Administrator recommends that the town council declare April as Child Abuse Prevention and Sexual Assault Awareness Month--as well as April 5h-11h, 2025 as Week of the Young Child and adopt the proclamation.



CHILD ABUSE  
PREVENTION  
COUNCIL  
OF SISKIYOU COUNTY



TALK, READ, SING, PLAY, EVERYDAY!  
**FIRST**  
**Siskiyou** 5  
CHILDREN & FAMILIES COMMISSION

April 2025

**The Siskiyou Child Abuse Prevention Council Collaborative Proclamation**

*Whereas, to become healthy adults, all children deserve to live in safe, stable and nurturing homes and communities;*

*Whereas, children are vital to Siskiyou County's prosperity and future success;*

*Whereas, the people of Siskiyou County believe in the celebration of life, inclusion, and hope through our children, and deplore and condemn acts of violence committed upon the children of our communities;*

*Whereas, the lives of children--who have been hurt or lost to child abuse--are honored by studying their stories in order to prevent future abuse and protect the innocence, health and lives of all our county's children;*

*Whereas, child abuse, rape, sexual assault and sexual harassment impact our society;*

*Whereas, child abuse, neglect and sexual assault prevention is a community responsibility affecting both the current and future generations;*

*Whereas, research has shown the enormous impact that positive parenting practices have on a child's social, emotional, and intellectual development and future success;*

*Whereas, communities that understand the importance of prevention and support for the well-being of citizens, thrive and prosper;*

*Whereas, effective child abuse and sexual assault prevention succeed because of partnerships among citizens and all sectors of the county;*

*Whereas, April is the month to focus public attention on the needs of all children, and prevention of sexual assault;*

*Whereas, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing child abuse and sexual violence in Siskiyou County;*

*Therefore, we hereby proclaim April as Child Abuse Prevention and Sexual Assault Awareness Month—as well as April 5h–11h, 2025 as Week of the Young Child. We call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening families in the communities in which we live.*

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Madeleine DeAndreis, Mayor, City of Ft. Jones

Date



## *The Town of Fort Jones*

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**To:** **Fort Jones Town Council**  
**Meeting Date:** **March 10, 2025**  
**From:** **Jessie Monday- Town Clerk**  
**Subject:** **Amending the Job Certification and Continuing Education Policy**

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### **Background:**

At the regular meeting on 12 November 2024, the town council approved a policy, that is attached, to regulate the number of job certifications that would automatically receive a dollar increase in pay, and that schooling to be paid by the Town needed approval from the Town Council. The policy also stated the guidelines for the Town to follow in determining whether the cost of a particular certificate or schooling was covered by the Town.

At the 09 December 2024 meeting, public works employee Everett Hullquist brought the policy back asking that it be amended so that if passed the Town Administrator would be making all approvals and that the cap of three certificates be removed so that all certificates get the automatic \$1.00 increase.

On 10 February 2025 meeting, Council was presented this policy once again and Council directed staff and Town Attorney to amend.

The attached documentation is the amended policy with Town Attorney recommendations.

### **Recommendation:**

The Town Administrator recommends that the council not approve the removal of the certificate cap and to decide if they would like the administrator to replace the council as the decision maker.



*Gateway to the Marble Mountains*

## Job Certifications and Continuing Education Policy

The following policy sets forth guidelines for continuing education and job certifications.

1. Town Administrator or Town Council must approve any schooling or training that is to be paid by the Town that and meets one or more of the following criteria:
  - a. Schooling must be a requirement Required for of the employee's job description;
  - b. Mandated by California state law for maintaining a license or certification required for employment by the Town; or
  - c. Required to perform current duties that have been bestowed upon the employee by the Town.
2. To qualify for a the \$1.00 an hour wage increase for certification pay, the following must be met:
  - a. Certification must be
    - a.i. a requirement necessary due to of the employee's job description, or
    - b.ii. Mandated by California state law to maintain a license or certification required for employee's current job duties, or
    - c.iii. Required to perform current duties that have been bestowed upon the employee by the Town; and
  - b. Must be approved by Town Administrator or Town Council
3. The Town will only approve three (3) certificates for a \$1.00 per hour wage increase during employment within a job classification.
4. Studying for, or taking required courses required for training or certification required for those reasons under 2.a above shall be permitted during business hours with prior written notification to and approval by the Town Administrator to ensure it does not interfere with completing job duties.
5. Employees are encouraged to continue their education even if the Town does not cover the cost, but studying and attendance is not permitted during business hours.

**Commented [ALJ1]:** Direction was to allow for administrator to approve, right?

**Commented [ALJ2]:** Education may not take place in a "school".

**Commented [ALJ3]:** If just "mandated by state law" then something like harassment training would necessitate a \$1 raise. That is not the intent.

**Commented [ALJ4]:** Better to format with a and requirements.

**Formatted**

**Commented [ALJ5]:** I believe this was implied: taking three courses early in their career does not prevent future wage increases in another job. Probably not a huge issue given the size of the town and the limited number of employees. But logically, does not work to have only three increases because of certifications that early in a career.



## The Town of Fort Jones

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**To:** Fort Jones Town Council  
**Meeting Date:** March 10, 2025  
**From:** Cherie Stephen, Town Administrator  
**By:** Andrew L. Jared, Town Attorney  
  
**Subject:** **Approval and Second Reading of Ordinance Adding Chapter 3.12 “Purchasing” to Establish Purchasing Procedures, Including Cooperative Purchasing, and Informal Bidding Procedures Pursuant to California Uniform Public Construction Cost Accounting (CUPCCA); Finding Exempt from CEQA; Resolution Electing To Adopt The Uniform Public Construction Cost Accounting Act (CUPCCA) Procedures**

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### **Background:**

This will establish purchasing procedures required under Government Code section 54202. It will also allow for the cooperative purchasing (“piggyback”) purchasing to allow staff to utilize competitive bidding undertaken by other governmental agencies. By allowing competitive bidding efforts undertaken by other public agencies for goods requiring competitive bidding under the current municipal code, the efforts of town staff can be maximized. This will also adopt the California Uniform Public Construction Cost Accounting Act (CUPCCA) to allow the town to perform work with in-house personnel (force account work) for projects up to \$75,000 in value for self-performed public works and maintenance work. It also expedites the informal bidding procedures for public works projects up to \$220,000 in value. These provisions will allow for projects to be completed in a timely manner because of the streamlined awards process and the reduction in paperwork related to advertising and report filing. Such language would be codified as Chapter 3.12 in the Fort Jones Municipal Code.

The ordinance was introduced on February 19, 2025 for first reading. It is presented for adoption as Attachment 1. Direction was provided to bring back a version as an “urgency” ordinance to allow for immediate effect of the purchasing ordinance. That is included as Attachment 2.

After the meeting, questions were received by councilmembers, and are discussed in Attachment 5. In order to address the questions and comments, revisions have been made to the regular and urgency versions of the ordinance presented as Attachments 3 (Alternate Ordinance) and 4 (Alternate Ordinance – Urgency).

State law requires that when a city elects to adopt an ordinance to implement CUPCCA that it adopt a resolution indicating its intent to do so, and that such resolution and ordinance be sent to the State Controller’s Office.

### **Discussion:**

#### **-Regular vs. Urgency Ordinances**

In California, ordinances are required to be “introduced” on first reading, then “approved” by council at a second reading at a regular council meeting that take place least five days after the first reading. Any change to an ordinance at first reading can be “introduced as amended” and proceed to second reading on schedule. Any  
391061.1

change to an ordinance at second reading however is “reintroduced as amended” and must proceed to second reading at another regular council meeting at least five days later. Ordinances require three aye votes to pass.

Under certain circumstances, an ordinance can be adopted as an “urgency” ordinance. (Gov. Code §36937). One of those circumstances is for the immediate preservation of the public peace, health, or safety. This requires a declaration of the facts constituting the urgency, and it must be passed by a 4/5ths vote of the town council (i.e., 4 aye votes).

If a court finds that the facts do not support an urgency determination, the urgency ordinance would not be valid and would not take effect until 30 days after passage (i.e., second reading). Therefore, “best practices” is to have an otherwise identical version approved on first and second reading for any ordinance being considered as an urgency ordinance so that if the urgency grounds are challenged, the regular approval would already be in effect 30 days after approval.

Here, several project relating to water and waste water projects require immediate action by the Town. The potential impact to the public health, safety, and welfare necessitate that the Town Council take immediate action to procure and approve such purchases under an updated purchasing ordinance. The additional delay in proceeding under a traditional ordinance adoption method would add 6-8 weeks to the procurement process. Accordingly, the provisions of adoption of Chapter 3.12 as an urgency ordinance with immediate effect pursuant to Government code 36934 and 36937 are proposed for consideration of action by the Town Council.

Two versions of the proposed ordinance are attached, each being presented as regular ordinance version (first and second reading, taking effect in 30 days) and as an urgency ordinance version (taking effect immediately). It is recommended that the Council approve both an urgency ordinance and a regular ordinance version of the two models presented.

### **-Purchasing Ordinance**

All cities are required to adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment. (Government Code section 54202). The attached ordinances will comply with this requirement.

Attachment 1 has already been introduced by Council. If approved, it would become effective in 30 days. It is also included as Attachment 2 in order to take effect immediately without waiting for 30 days. This has been amended upon introduction to adjust the threshold for approval by department heads to \$5,000, and review by the town attorney above the same level. Additionally, a typographic error omitting the word “twenty” in the text describing \$220,000.00 was corrected. No other changes were made. **If no changes are requested by council to the text of the ordinance, then Attachments 1 and 2 should be approved.**

Attachment 3 includes changes and annotated notes based on comments to staff by Councilmembers since February 19. If approved, this version would be “introduced for first reading” tonight as a regular ordinance. it

would then need to come back for second reading at the next regular council meeting, and would become effective 30 days later. However, it is also presented as an urgency ordinance so that those changes would take effect immediately. (Attachment 4). This includes those edits addressed above as amended upon introduction to adjust the threshold for approval by department heads to \$5,000, and has several items includes based on comments discussed in Attachment 5 brought to the attention of staff after last council meeting. Those items are presented in Attachment 3 and 4 with comments and in redline format for ease of reference. Upon discussion by Council, individual changes can be adopted or other changes made for first reading "as amended" and as adopted through the urgency ordinance. **If council desires to make changes to the ordinance from how it was introduced on February 19, and to address those issues discussed in Attachment 5, then Attachments 3 and 4 should be finalized and approved.**

The proposed ordinance covers the following topics:

**- Bidding and Award of Bid (Non-Public Works)**

The proposed ordinance sets thresholds for bidding and award of bids. As these are not public works items, these are set by the Town. As requested at time of introduction, the threshold amount for award by department heads was raised to \$5,000, which means purchases under \$5,000 only are required to engage in open-market (non-competitive bidding) purchases and can be purchased without any advertising or solicitation of bids. Amounts over \$5,000 to \$50,000 must obtain at least three bids based on a written scope of work. For purchases over \$50,000, a formal bidding procedure would be required. )For public works projects, the thresholds and methods are discussed below; Under state law, for public works projects over \$5,000 specific requirements for bidding and award discussed below apply.)

For non-public works projects, the proposed thresholds for bidding and award are as follows:

<b>Amount</b>	<b>Who Awards</b>	<b>How Bid</b>
Up to \$5,000	Department Head with Town Administrator or purchasing Officer approval	Market purchase
\$5,000 to \$25,000	Department Head and Town Attorney/Purchasing Officer	Informal bidding
\$25,001 - \$50,000	Town Council	Informal bidding
>\$50,000	Town Council	Formal bidding
\$100,000 During a declared emergency,	Town Administrator	Informal bidding

Competitive bidding for public works contracts for public projects over \$5,000 is required for general law cities. Pub Cont C §20162.

A project may not be split into smaller portions to avoid the competitive bidding requirement. Pub Cont C §20163.

A request to change low bid purchases to a market purchase procedure for purchases under \$5,000 was made, by adding a department head only expenditure approval threshold below \$500. This is discussed in Attachment 5 and included in the ordinances in Attachments 3 and 4.

**- Cooperative Purchasing (“Piggyback Purchasing”)**

The proposed ordinance also allows for the Town to use the competitive bidding efforts of other agencies through a “cooperative purchasing” arrangement. In section 3.12.120, the town will be allowed to purchase supplies, equipment or services from suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and/or services under a competitive process, and that contractor extends the price to the town. One such contract facilitator, Sourcewell, offers a number of resources to expedite the procurement process. Approving this ordinance will formalize and expedite the purchasing process for the town and provide cost savings available to agencies that use the cooperative purchasing process. This does not apply to contracts to perform for public works services.

**- Bidding and Award of Bid (Public Works)**

State law requires all public works projects over \$5,000 to be let by a competitive bidding process. One exception to this general requirement is for projects using the California Uniform Public Construction Cost Accounting Act (CUPCCA) as discussed below.

For competitive bidding is required for any “public work” defined as

- erecting, improving, painting, or repair of public buildings and works;
- work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow;
- street or sewer work, except maintenance or repair; and
- furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

(Public Contract Code §20161).

**California Uniform Public Construction Cost Accounting Act (CUPCCA)**

CUPCCA provides for alternative bidding procedures when an agency performs public work and maintenance work. This applies either to work performed by the town’s own staff (“force account” work) or when contracting with an outside contractor. CUPCCA is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Public Contract Code Sections 22000-22045. The provisions of a local ordinance adopting CUPCCA are located within the attached proposed ordinance at section 3.12.140. A key provision of the Act is to allow for public projects of \$75,000 or less to be performed by a public agency’s force account using the public agency’s own resources, by negotiated contract, or by purchase order. Typically, a town may only self-perform such work up to \$5,000 in value. Public projects

in the amount of \$220,000 or less may use an informal bidding process if the town adopts an ordinance in compliance with the Act to govern contractor selection through informal bidding. Public projects at a cost of more than \$220,000 must use formal bidding procedures to select a contractor. Public projects under CUPCCA includes • Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

- Painting or repainting of any publicly owned, leased, or operated facility, and
- For publicly owned utility systems, the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines (over 230,000 volts ).

(Pub. Contr. Code sec. 22002(c).)

“Maintenance work” includes routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems. (Pub. Contr. Code sec. 22002(d).)

The benefit of adopting this program are:

- increased force account limit for public agencies;
- simplified bidding for projects that are \$220,000 or less;
- reduced number of formal bids based on project size; and expedited contracting for projects under \$220,000.

The town will benefit from this program as it gives more leeway in the execution of public works projects under a certain dollar amount. It will speed up the award process; expedite project delivery, and reduce the time, effort, and expense associated with bidding projects under \$220,000. It will simplify the administration for those projects. These processes may also be applied to maintenance work.

Opting into CUPCCA will allow the town to expedite public works projects by allowing more work to be self-performed (force account; projects up to \$75,000) and by allowing informal bidding to occur on projects up to \$220,000. Effective January 1, 2025, the thresholds under CUPCCA have recently been raised from \$60,000 and \$200,000 for force account and informal bidding to the current \$75,000 and \$220,000 levels.

Included as Attachment 6 is the required resolution electing to opt-in to CUPCCA that must be sent to the State Controller’s Office.

**Business Analysis:** It should be noted that when a local agency elects to become subject to the CUPCCAA the entire entity is subject to the Act and no departments are exempt. Filing of the resolution to the California State Controller will be the responsibility of the Finance Director (or person managing the duties of the Finance Director) but only occurs after final adoption.

**Operations Analysis:** The town will need to notice and maintain at least annually a list of qualified contractors and additionally notice to invite/solicit bids on projects as identified, including publication to trade journals. Informally bid projects shall include project title, cost, site location, who is taking bids/date and time due, along with owner address and phone number, architect or engineers address and phone number, a brief description of work to be done, where plans may be obtained/deposit required as well as the percentage of bid bond/percentage of performance bond/or percentage of payment bond.

**Environmental Analysis:** The adoption of this resolution and ordinance does not meet the definition of a project for the purposes of the California Environmental Quality Act, under Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(5), because it is an administrative governmental activity which will not cause a direct or indirect physical change in the environment. The Town Council's review and adoption of informal bid procedures is not a project under CEQA Guidelines mechanisms which do not involve commitment to any specific project which may result in a potentially significant environmental impact. Thus, no environmental analysis is required at this time.

**Fiscal Impact:** Streamlined processes are expected to result in more timely completion of public projects and lessen the administrative overhead burden on procurement of contracts involving a public work. There are no fees associated with opting into the program.

Useful Links:

<https://www.sco.ca.gov/Files-ARD->

[Local/frequently\\_asked\\_questions\\_faq\\_uniform\\_public\\_construction\\_cost\\_accounting\\_act.pdf](Local/frequently_asked_questions_faq_uniform_public_construction_cost_accounting_act.pdf)

[https://www.sco.ca.gov/Files-ARD-Local/cuccac\\_manual\\_2021\\_edition.pdf](https://www.sco.ca.gov/Files-ARD-Local/cuccac_manual_2021_edition.pdf)

### **Recommendation:**

Staff recommends approval of the Ordinance Adding Chapter 3.12 “Purchasing” to Establish Purchasing Procedures, Including Cooperative Purchasing, and Informal Bidding Procedures Pursuant to California Uniform Public Construction Cost Accounting (CUPCCA).

### **Attachments:**

1. [Proposed] Ordinance Adding Chapter 3.12 (Second Reading, as Introduced on February 19, 2025)
2. [Proposed] URGENCY Adding Chapter 3.12 (for adoption, as Introduced on February 19, 2025)
  
3. [Proposed] Ordinance Adding Chapter 3.12 (with comments and amendments, for Introduction March 10, 2025)
4. [Proposed] URGENCY Adding Chapter 3.12 (with comments and amendments, for Adoption March 10, 2025)
  
5. Analysis on Questions Posed Regarding Proposed Chapter 3.12
  
6. Resolution No. \_\_\_\_\_ Electing To Adopt CUPCCA Procedures

**Attachment 1**

**[DRAFT] ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
FORT JONES, CALIFORNIA ADDING CHAPTER 3.12  
“PURCHASING” TO THE FORT JONES MUNICIPAL CODE;  
AND FINDING THE ORDINANCE NOT SUBJECT TO CEQA**

WHEREAS, Government Code section 54201 et seq., authorizes the Town Council to adopt policies and procedures governing Town purchases of supplies and equipment by ordinance;

WHEREAS, amendments to Title 3 “Revenue and Finance” of the Fort Jones Municipal Code are necessary to remain in compliance with updated federal procurement requirements and address consistency with financial policies;

WHEREAS, the Town Council finds it necessary and desirable to add Chapter 3.12 (Purchasing) to Title 3 (Revenue and Finance) of the Fort Jones Municipal Code

WHEREAS, the Town Council has by Resolution \_\_\_ adopted on March 10, 2025, elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act, (“Act”), (Public Contract Code (“PCC”) § 22000 et seq.);

WHEREAS, Public Contract Code Section §22034 requires that public agencies who elect to be subject to the Act adopt an ordinance establishing informal bidding procedures for public projects and sets forth the requirements of said informal bidding ordinance;

WHEREAS, the Town Administrator recommends this Ordinance to meet the requirements of said informal bidding procedures.

NOW, THEREFORE, the Town Council of the Town of Fort Jones does ordain as follows:

**SECTION 1. RECITALS:** The foregoing recitals are true and correct and incorporated into the findings herein.

**SECTION 2: CODE ADOPTION:** Chapter 3.12 (Purchasing) of Title 3 (Revenue and Finance) of the Fort Jones Municipal Code is hereby added as set forth in **Exhibit “A”** attached to this Ordinance and incorporated herein by reference.

**SECTION 3. CEQA:** The Ordinance is not a Project within the meaning of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, section 15000, et seq.) section 15061(b)(3). This Ordinance involves updates and revisions to existing regulations. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant effect on the environment.

**SECTION 4. SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that

any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional, and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 5. SUMMARY:** Upon request of the Town Administrator or Town Clerk, the Town Attorney may prepare a summary of this Ordinance for the purposes of publication.

**SECTION 6. EFFECTIVE DATE:** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the Town Council at a second reading and shall be posted and published in accordance with the California Government Code.

**SECTION 7. CERTIFICATION:** The Town Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. This Ordinance, or a summary thereof, shall be published and/or posted in compliance with the requirements of Government Code section 36933.

I HEREBY CERTIFY the foregoing Ordinance was introduced for first reading at a regular meeting of the Town Council of the Town of Fort Jones held on the 19 day of February 2025, and thereafter adopted at a regular meeting of said Council held on the 10 day of March 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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Madeliene DeAndreis  
Mayor, Town of Fort Jones

ATTEST:

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Jessie Monday

Town Clerk, Town of Fort Jones

## EXHIBIT A

### **Sections:**

- 3.124.010 Purpose.
- 3.12.020 Definitions.
- 3.12.030 Powers and duties.
- 3.12.040 Purchasing guidelines.
- 3.12.050 Purchase agreements.
- 3.12.060 Award of contracts to businesses located in the town.
- 3.12.070 Informal bid procedure.
- 3.12.080 Formal bid procedure.
- 3.12.090 Sole-source purchasing.
- 3.12.100 Sole-source purchases from businesses within the town.
- 3.12.110 Emergency purchases.
- 3.12.120 Exemptions from bidding procedure.
- 3.12.130 Disposition of surplus personal property.
- 3.12.140 Uniform Construction Cost Accounting Procedures

### **3.12.010 Purpose.**

- A. This chapter is adopted pursuant to Government Code section 54201 et seq. to provide guidance and direction regarding the procurement of supplies, equipment, and services; to ensure that the town and its departments will receive high quality goods and services at minimum cost to the taxpayer; to exercise positive financial control over purchases; to clearly define the authority for all purchases; and to limit the administrative demands imposed by the purchasing system to those reasonably necessary to achieve the other objectives of that system.
- B. The policies and procedures contained in this chapter are not intended to conflict with Public Contracts Code section 20160 et seq., Public Contracts Code section 22030 et seq., or any other applicable law governing the solicitation of bids and award of contracts for public works projects requiring the expenditure of five thousand dollars (\$5,000.00) or more.

### **3.12.020 Definitions.**

Unless otherwise indicated, the following definitions shall apply to this chapter.

“Town administrator” means the town administrator of the town of Fort Jones or his or her designee.

“Town clerk” means the town clerk of the town of Fort Jones, or such other officer to whom the duties and responsibilities of the town treasurer have been transferred, or his or her designee.

“Department head” means a person designated by the town administrator and/or the town council to be responsible for the management of a department of the town or his or her designee.

“Emergency” means an emergency as defined by Section 2.16.020 of this code.

“Equipment” means items that are durable, have a fixed life expectancy and are shown in the town’s books as fixed assets.

“General services” means all services other than professional services and services pursuant to a public works contract excluded from this chapter by Section 3.12.010(B).

“Local business” means an individual, business, partnership or corporation that meets all of the following: (1) maintains a place of business located within the town of Fort Jones; (2) has a current town of Fort Jones business license; (3) reports to the state sales tax returns for goods purchased at its business located within the boundaries of the town of Fort Jones which regularly maintains a place of business and an inventory of merchandise for sale within the sphere of influence of the town; (4) has any necessary licenses, certificates, bonds and insurances; and (5) is in good financial and legal standing with the Town.

“Market value” means the value estimated by the purchasing officer at which the surplus personal property would sell if offered at auction or other open competitive bid sale.

“Professional services” means those services governed by Government Code section 4525 et seq., including architectural, landscape architectural, engineering, environmental, and land surveying services.

“Professional service agreement” means a written contract for professional services entered into as provided in this chapter.

“Purchase” means the renting, leasing, purchasing, licensing or trade of supplies or equipment or the hiring of private contractors.

“Purchasing officer” means the town administrator or his or her designee.

“Purchase order” means a form approved by the purchasing officer for the purchase of supplies, material, and/or equipment, but not professional services.

“Supplies” means office supplies, janitorial supplies, material, goods, tools, or other commodities used in the general conduct of the town’s business that do not constitute equipment.

“Surplus personal property” means any personal property or equipment owned by the town of Fort Jones which the purchasing officer determines, subject to approval of the town administrator or the town council as required by Section 3.12.130, is no longer needed or used for town purposes or which has become obsolete, worn out or past its useful life.

### **3.12.030 Powers and duties.**

#### **A. Department heads:**

1. Shall have the power to:
  - a. Negotiate and recommend to the town council contracts for the purchase of supplies, equipment, and/or services on behalf of their respective departments.
  - b. Approve purchase orders and professional service agreements for the benefit of their respective departments for amounts up to five thousand dollars (\$5,000.00), with consent and approval by the town administrator.
  - c. Execute contracts for the purchase of supplies, equipment and/or services for the benefit of their respective departments in accordance with the policies and procedures prescribed by this chapter.
  - d. Increase the time for performance or the not-to-exceed amounts prescribed by professional service agreements for which they are responsible by up to ten (10) percent of the original agreement amount if they reasonably conclude that doing so will result in cost and/or time savings to the town.
2. Are under the duty to:
  - a. Identify the type and quantity of supplies, equipment, and/or services required to fulfill the responsibilities of their respective departments.
  - b. Engage in an informal bidding process under section 3.12.070 of this chapter for items expected to cost more than five thousand dollars (\$5,000.00) and less than or equal to fifty thousand dollars (\$50,000.00), or a formal bidding process under section 3.12.080 of this chapter for items expected to cost more than fifty thousand dollars (\$50,000.00).

It is not permissible to split or separate purchases into smaller amounts to evade the requirements of this chapter.
  - c. Maintain records of all submitted bids for the procurement of supplies, equipment, and/or services as required by the town's approved document-retention schedule.
  - d. Determine whether the required items or services are budgeted or the town council has otherwise authorized their purchase.
  - e. Secure necessary authorization prior to the commencement of work or delivery of supplies and equipment by preparing a purchase order or professional service agreement and ensuring that it is approved as prescribed by this chapter.
  - f. Supervise the inspection of supplies or equipment purchased to ensure that the items conform to the quality expectations of the town.

- g. Monitor the work of contractors to ensure adherence to the terms and conditions of professional service agreements.
- h. Provide coded and approved invoices to the finance department for payment in a timely fashion.

B. The purchasing officer:

- 1. Shall have the power to:
  - a. Negotiate contracts for the purchase of supplies, equipment, and/or services on behalf of the town.
  - b. Approve purchase orders and professional service agreements on behalf of the town in amounts up to twenty-five thousand dollars (\$25,000.00).
  - c. Execute contracts for the purchase of supplies, equipment and/or services on behalf of the town in accordance with this chapter.
- 2. Is under the duty to:
  - a. Enforce this chapter.
  - b. Recommend the transfer or exchange of surplus supplies and equipment between departments as needed, and recommend the sale of all supplies and equipment which have become obsolete, useless, or otherwise unsuitable for use by the town.

C. The town administrator:

- 1. Shall have the power to:
  - a. Approve purchase orders and professional service agreements on behalf of the town for amounts up to twenty-five thousand dollars (\$25,000.00), or up to one hundred thousand dollars (\$100,000.00) during a state of emergency declared pursuant to Chapter 2.16 of this code.
  - b. Perform any or all the duties of a department head or the purchasing officer.
- 2. Is under the duty to:
  - a. Ensure that the process for purchasing supplies, equipment, and services meets the needs of the community and the town.
  - b. Recommend to the town council revisions and amendments to this chapter to achieve its purposes.

D. The finance director shall have the power to:

1. Review and process payment to vendors after receiving properly coded and approved invoices.
2. Prepare the warrant/check register and submit to the town clerk for vendor payment issuance.
3. Delay processing payments to vendors if an agreement is void or if insufficient budgetary appropriation is available. Purchase orders and professional service agreements are void if any of the following is true:
  - a. The term of the agreement has expired;
  - b. The not-to-exceed amount specified by the agreement has been exceeded; or,
  - c. The services performed are other than specified in the agreement.

E. The town clerk shall have the power to issue payment to vendors after receiving an approved warrant/check register from the finance director.

### **3.12.040 Purchasing guidelines.**

- A. Purchases of supplies, equipment, or services for amounts equal to five thousand dollars (\$5,000.00) or less do not require a bidding process and may be approved by a department head, with consent and approval by the town administrator. Purchases in this range do not require a purchase order or a professional service agreement unless otherwise required by the vendor.
- B. Purchases of supplies, equipment, or services for amounts greater than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) are subject to the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by a department head and by the purchasing officer or town administrator.
- C. Purchases of supplies, equipment, or services for amounts greater than twenty-five thousand dollars (\$25,000.00) but less than or equal to fifty thousand dollars (\$50,000.00) must meet the requirements of the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and town council.
- D. Purchases of supplies, equipment, or services for amounts greater than fifty thousand dollars (\$50,000.00) must meet the requirements of the formal bidding process set forth in Section 3.12.080. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and council.

- E. During a declared state of emergency, purchases of supplies, equipment, or services for any amount do not require a bidding process. Purchases less than or equal to one hundred thousand dollars (\$100,000.00) require the approval of the town administrator. Purchases greater than one hundred thousand dollars (\$100,000.00) require the approval of the town council.
- F. Purchases of supplies, equipment, or services made with federal grant funds are exempt from the purchasing guidelines established by this Chapter 3.12 and are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.
- G. All purchase agreements over \$5,000 shall be reviewed by the town attorney.
- H. Unless otherwise provided herein, award of purchases shall be made by the town council in open session of a council meeting.

Purchase Order and Professional Service Agreement Requirement Matrix

Contract Amount	Purchase Order	Professional Services Agreement	Bidding Process	Authorization Required
\$5,000.00 or less	Not required	Not required	None	Department head only, with approval and consent of town administrator
\$5,000.01–\$25,000.00	Required	Required	Informal	Department head and either (i) purchasing officer or (ii) town administrator
\$25,000.01–\$50,000.00	Required	Required	Informal	Department head, town administrator, and town council
\$50,000.01 or more	Required	Required	Formal	Department head, town administrator, and town council
Any amount during a declared state of emergency	Not required	Not required	None	Town administrator (up to \$100,000.00) or town council (above \$100,000.00)

NOTE: The above matrix is intended to summarize the requirements of this chapter and not to change them. If the matrix contradicts the text of this chapter in any respect, the language of the chapter will prevail.

### **3.12.050 Purchase agreements.**

- A. Professional service agreement (PSA):

1. Professional service agreements are used to purchase professional services as defined in Section 3.12.020.
2. All purchases of professional services over five thousand dollars (\$5,000.00) require the completion of a PSA on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard professional service agreement must be approved by the purchasing officer or the town administrator.
3. The town shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general and needs to comply with either the informal or formal bid procedures set forth in Sections 3.12.070 or 3.12.080 respectively if the value of the agreement exceeds five thousand dollars (\$5,000.00). The town should also consider the cost of the professional service, and in the event that a vendor is selected that does not offer the lowest price, a rationale must be provided to and approved by the town administrator prior to final selection being made.
4. Authority to approve a professional service agreement shall be as specified in Section 3.12.040.
5. Authority to modify a professional service agreement shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the agreement, including any proposed increase in the not-to-exceed value.

B. Purchase order (PO):

1. Purchase orders are used to purchase supplies, material, and/or equipment having a cost greater than five thousand dollars (\$5,000.00). They are not to be used to secure professional services.
2. Authority to approve a purchase order shall be as specified in Section 3.12.040.
3. Authority to modify a purchase order shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the purchase order, including any proposed increase in the not-to-exceed value.
4. All procurement using a PO require the completion of a purchase order on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard purchase order must be approved by the purchasing officer or the town administrator.

**3.12.060 Award of contracts to businesses located in the town.**

A. In establishing a preference to local businesses in the award of contracts for supplies, equipment or services under this chapter, the town council finds that local businesses are disadvantaged in comparison to business located outside the town, particularly due to

longer commutes for the delivery of goods and services and the high gas prices which increase the cost of goods and services delivered to and from the town limits. The town council also finds that awarding contracts to local businesses results in financial advantages to the town.

- B. Town personnel are directed to use their best efforts to purchase supplies, equipment, and services from local businesses whenever possible and consistent with the terms of this policy.
- C. All informal and formal bids are to be evaluated with a five percent (5%) preference for local businesses. A bid or proposal received from a local business will be tabulated as if it were five percent (5%) lower than the figure actually set forth in the bid or proposal. The local business must claim the local business preference to be considered.
- D. To qualify as a local business, the business shall submit with its bid or proposal, or have on file with the town clerk, an affidavit that demonstrates its eligibility as a local business, including but not limited to the following: the business has a facility with an address within the town and the business will attribute any sales tax from sales to the town of Fort Jones.

### **3.12.070 Informal bid procedure.**

When the informal bid procedure is required, purchases shall be made in compliance with the following:

- A. The town shall specifically identify the goods and/or services it wishes to purchase and determine the estimated cost of the good and/or service from at least three different providers whenever possible.
- B. Informal bids received must be documented in writing and retained by the department head as required by the approved document retention schedule.
- C. Unless otherwise provided by any existing law, rule, regulation, or policy, the purchase of supplies, equipment and non-professional services shall be awarded to the provider with the lowest responsive estimated cost.

### **3.12.080 Formal bid procedure.**

When the formal bid procedure is required, purchases shall be made following compliance with the following:

- A. Notice Inviting Bids. Notices inviting sealed bids shall include: 1) a general description of the articles and/or services to be purchased, 2) where bid forms and specifications may be obtained, 3) the date, time and place for the bidders' conference, if any, and for the submission of sealed bids, and 4) any other information which the department head conducting the procurement deems useful.

B. Published Notice. Notice inviting bids shall be published at least once in a newspaper of general circulation published in the town at least five days before the date of opening of the bids, or if there is no such newspaper, posted in at least three public places in the town designated by the town clerk for posting public notices at least five days before the date of opening of the bids.

C. Bidder's Security:

1. When deemed necessary or appropriate, as with public works projects, the purchasing officer may require a bidding vendor to submit a bid security in any of the following forms:
  - a. Cash;
  - b. A cashier's check made payable to the town;
  - c. A certified check made payable to the town;
  - d. A bidder's bond executed by a surety insurer admitted to do business in California, made payable to the town.
2. Any requirement for bid security must be included in the public notice inviting bids.
3. The security shall be in an amount equal to at least ten (10) percent of the bid amount.
4. A vendor shall forfeit its bid security upon its refusal or failure to perform pursuant to the terms of its contract with the town within twenty (20) days after notice of award of contract or such lesser period specified in the notice inviting bids.

D. Failure to Perform:

1. Upon refusal or failure of the lowest successful bidder to execute or perform the contract pursuant to its terms, the officer or agency of the town authorized to award the contract may award it to the next lowest responsible bidder.
2. If the officer or agency of the town authorized to award the contract awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

E. Bid Opening Procedure:

1. Sealed bids shall be submitted to the office of the town clerk and shall be identified as "Submitted Bid" on the envelope.
2. Bids shall be opened at the time and place stated in the notice inviting bids.

3. A record of all bids submitted to the town shall be subject to public inspection at the office of the town clerk during regular business hours for at least ten (10) calendar days after the bids are opened.

F. Rejection of Bids. The officer or agency of the town authorized to award the contract may reject any and all bids and require the purchasing officer or department head to rebid the purchase.

G. Award of Contracts. The officer or agency of the town authorized by Section 3.12.040 of this code to do so shall award contracts.

H. Tie Bids. If two of more bids are submitted in the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the officer or agency of the town authorized to award the contract may accept either bid.

I. No Bids Received. If no bids are received following compliance with the requirements of this section, the officer or agency of the town authorized to award the contract may procure the requested supplies, equipment, or services without further compliance with this chapter.

J. Performance Bonds:

1. The purchasing officer may require a performance bond in such amount as may be reasonably necessary to ensure performance before entering into any contract.
2. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

### **3.12.090 Sole-source purchasing.**

A. Prior to submitting a purchase request, the requesting department shall conduct a survey of available sources to determine whether there is only one source capable of competently and efficiently providing the required supplies, equipment or service.

B. If it is determined that there is only a single source for the purchasing of a particular item or service, the requesting department shall prepare a waiver of bid and submit it to the purchasing officer.

C. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the town administrator, the contract may be awarded to the sole source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.

**3.12.100 Reserved.**

**3.12.110 Emergency purchases.**

- A. The town administrator shall make, or authorize others to make, emergency purchases of supplies, equipment or services during a declared state of emergency for amounts less than or equal to one hundred thousand dollars (\$100,000.00); provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. Purchases for amounts greater than one hundred thousand dollars (\$100,000.00) must be approved by the town council.
- B. When making an emergency purchase, the requesting department shall complete a waiver of bid form and submit it to the purchasing officer.

**3.12.120 Exemptions from bidding procedure.**

- A. Purchases of three thousand dollars (\$3,000.00) or less.
- B. Sole-source purchases in accordance with Section 3.04.090 of this code.
- C. Emergency purchases in accordance with Section 3.04.110 of this code.
- D. Intergovernmental orders by which the town has contracted with another governmental entity to purchase particular supplies, equipment or services on a cooperative basis or where the town contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and/or services under a competitive process and are able to have the bid prices they received extended to the town.
- E. Purchases of professional services in accordance with Section 3.04.050 of this code.
- F. Purchases of supplies, equipment, or services made with federal grant funds which are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.

**3.12.130 Disposition of surplus personal property.**

- A. Prior to disposal, a list of surplus personal property specifying the item, its actual or estimated purchase price, date of purchase, and estimated market value shall be submitted to the town council for approval as to its "surplus" status. Surplus personal property of the town shall be disposed of on annual or semi-annual basis, in the following manner:
  1. The town administrator may authorize the sale or disposition of surplus personal property which has a market value equal to or less than his or her contracting authority under Section 3.04.040.

2. The town council may authorize the sale or disposition of surplus personal property which has a market value in excess of the town administrator's contracting authority under Section 3.04.040.
3. Any surplus personal property within his or her contracting authority may be sold or disposed of by the town administrator as follows:
  - a. Surplus property with an estimated market value of less than one hundred dollars (\$100.00) may be disposed of by the department head, upon written approval of the town administrator, in the manner most advantageous to the town considering the value of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
  - b. Surplus personal property with an estimated market value of more than one hundred dollars (\$100.00) but less than or equal to five thousand dollars (\$5,000.00) per individual item of property may be sold or disposed of by any method the town administrator determines to be most advantageous to the town considering the value and nature of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
  - c. Surplus personal property with an estimated market value of greater than five thousand dollars (\$5,000.00) per individual item of property shall be sold under sealed bid or by public auction. Public auctions may include electronic bidding or auction services.
  - d. Disposition of surplus personal property pursuant to this section shall be "as is" without warranty, express or implied, and the buyer shall agree to pay applicable sales or transfer taxes.
  - e. Notwithstanding other provisions in this section, surplus personal property may be sold to another public entity for market value or traded for market value equivalent property or services as approved by the town administrator.
  - f. Notwithstanding other provisions in this section, surplus personal property of any value may be traded in as consideration toward the acquisition of other personal property upon written approval of the town administrator.
  - g. Notwithstanding other provisions in this section, surplus personal property of any value may be transferred to other town departments without consideration as approved by the town administrator.
4. Surplus personal property which the town administrator deems unacceptable for sale to the public may be disposed of in the manner deemed appropriate by the town administrator. Examples of such property include: town-owned animals, law enforcement equipment and property which may pose a hazard to the general public.

- B. The town council may, by resolution, authorize the donation of surplus personal property, if the town council finds that such donation serves a public purpose or benefit. All donations pursuant to this section shall be "as is" without warranty, express or implied, and the transferee shall agree to defend, indemnify and hold harmless the town, its officers and employees from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the organization or subsequent transferee.
- C. In cases where a sealed bid or public auction is required for the sale of surplus personal property, reasonable notice to prospective bidders of such sale by sealed bid or public auction shall be given, as determined by the purchasing officer, taking into account the circumstances and the item or items to be sold.
- D. Any department disposing of surplus personal property shall document the disposition and provide, in writing, to the finance director or his or her designee, who shall keep a record of sales, exchanges or other disposition of any property disposed of pursuant to the provisions of this chapter, at least the following information:
  - 1. A description of the property transferred;
  - 2. The name of the transferee;
  - 3. The date of transfer;
  - 4. The gross receipts, net receipts and/or transaction costs; and
  - 5. A description, including the value of any personal property received in exchange for the property transferred.
- E. Such records shall be kept consistent with the town's records retention policy.

### **3.12.140 Uniform Construction Cost Accounting Procedures**

- A. Purpose. The purpose of this chapter is to establish regulations for public projects and maintenance work in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (Public Contracts Code section 22000 et seq.). This chapter shall also apply to maintenance work in accordance with Public Contracts Code section 22003.
- B. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
  - a. "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
  - b. "Facility" has the meaning set forth in Public Contract Code section 22002.
  - c. "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
  - d. "Project" includes public projects and maintenance work, as defined by this chapter.
  - e. "Public project" has the meaning set forth in Public Contract Code Section 22002.

C. General provisions.

- a. Whenever any reference is made to any other ordinance or law, such reference shall be deemed to include all future amendments and successor statutes or ordinances thereto.
- b. The dollar limits set forth in this Chapter shall adjust without council action as necessary to comply with amendments to the Act and any procedures adopted by the state controller.
- c. Plans, specifications, and/or working details adopted by the Town for any public project are public records, subject to examination upon request.

D. Contracts for public projects and maintenance work.

- a. Public projects and maintenance work for \$75,000 or less.
  - i. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or less.
  - ii. Public projects and/or maintenance of seventy-five thousand dollars (\$75,000.00) or less to be may be performed by town employees , by negotiated contract, or by purchase order without competitive bidding.
- b. Public projects and maintenance work for \$75,000 or more, but less than or equal to \$220,000.
  - i. Bid specifications shall be prepared and notices inviting bids shall be solicited as set forth in section 3.12.140.E of this chapter.
  - ii. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or more, but less than or equal to two hundred twenty thousand dollars (\$220,000).
  - iii. If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the town council may adopt a resolution by a four-fifths (4/5) vote to award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if the town council determines the cost estimate of the town was reasonable. Where town council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.
- c. Public projects and maintenance work for more than \$220,000.
  - i. Public project and maintenance work of more than two hundred twenty thousand dollars (\$220,000) shall be approved by the Town Council.
  - ii. The town council shall adopt plans, specifications, and working details for all public projects up to two hundred twenty thousand dollars (\$220,000).
  - iii. Public projects and/or maintenance work of more than two hundred twenty thousand dollars (\$220,000.00) shall require competitive written bidding. A notice inviting bids shall be published and sent in compliance with the provisions of Public Contract Code section 22037. In addition, bid plans and working details shall be adopted by the town council for all public projects exceeding two hundred twenty thousand dollars (\$220,000.00).

E. Informal bidding procedures.

Public projects and maintenance of \$220,000 or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- a. Contractors list. The town shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- b. Notice inviting informal bids.
  - i. Circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
    - 1. Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
    - 2. Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or their designee.
  - ii. Proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - iii. Mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
  - iv. Contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c. Rejection of bids; bid irregularities. The town administrator may, in their sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- d. Award of contract. The town administrator is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the town attorney. Such contracts shall be awarded to the lowest responsible bidder.
- e. Tie bids; no bids received. If two or more bids are the same and the lowest, the town administrator may accept the one he or she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by town employees, by force account or negotiated contract without further complying with this section.
- f. Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the town administrator may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- g. Performance bonds. The town administrator may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or their designee finds reasonably necessary to protect the best interests of the town. If the town requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.



**Attachment 2**

**[DRAFT] ORDINANCE NO. \_\_**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE  
TOWN OF FORT JONES, CALIFORNIA ADDING CHAPTER  
3.12 "PURCHASING" TO THE FORT JONES MUNICIPAL  
CODE; FINDING THE ORDINANCE NOT SUBJECT TO CEQA;  
AND DECLARING THE ORDINANCE TO BE AN URGENCY  
MEASURE TO TAKE EFFECT IMMEDIATELY UPON  
ADOPTION**

WHEREAS, Government Code section 54201 et seq., authorizes the Town Council to adopt policies and procedures governing Town purchases of supplies and equipment by ordinance;

WHEREAS, amendments to Title 3 "Revenue and Finance" of the Fort Jones Municipal Code are necessary to remain in compliance with updated federal procurement requirements and address consistency with financial policies;

WHEREAS, the Town Council finds it necessary and desirable to add Chapter 3.12 (Purchasing) to Title 3 (Revenue and Finance) of the Fort Jones Municipal Code

WHEREAS, the Town Council has by Resolution \_\_\_ adopted on March 10, 2025, elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act, ("Act"), (Public Contract Code ("PCC") § 22000 et seq.);

WHEREAS, Public Contract Code Section §22034 requires that public agencies who elect to be subject to the Act adopt an ordinance establishing informal bidding procedures for public projects and sets forth the requirements of said informal bidding ordinance;

WHEREAS, the Town Administrator recommends this Ordinance to meet the requirements of said informal bidding procedures;

WHEREAS, this Ordinance is an urgency ordinance pursuant to Government Code Section 36934 and 36937; and

WHEREAS, the Town Council finds and determines that due to the state of certain public works improvements, the length of time to make repairs to such improvements, and the duration to amend the purchasing ordinance to address changes required by the code, the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36934 and take effect immediately upon adoption. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared.

NOW, THEREFORE, the Town Council of the Town of Fort Jones does ordain as follows:

**SECTION 1. RECITALS:** The foregoing recitals are true and correct and incorporated into the findings herein.

**SECTION 2: CODE ADOPTION:** Chapter 3.12 (Purchasing) of Title 3 (Revenue and Finance) of the Fort Jones Municipal Code is hereby added as set forth in **Exhibit “A”** attached to this Ordinance and incorporated herein by reference.

**SECTION 3. CEQA:** The Ordinance is not a Project within the meaning of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, section 15000, et seq.) section 15061(b)(3). This Ordinance involves updates and revisions to existing regulations. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant effect on the environment.

**SECTION 4. SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional, and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 5. SUMMARY:** Upon request of the Town Administrator or Town Clerk, the Town Attorney may prepare a summary of this Ordinance for the purposes of publication.

**SECTION 6. EFFECTIVE DATE:** This Ordinance shall take effect and be enforced immediately from and after the date of its adoption by the Town Council and shall be posted and published in accordance with the California Government Code.

**SECTION 7. CERTIFICATION:** The Town Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. This Ordinance, or a summary thereof, shall be published and/or posted in compliance with the requirements of Government Code section 36933.

I HEREBY CERTIFY the foregoing Ordinance was introduced for first reading at a regular meeting of the Town Council of the Town of Fort Jones held on the 19 day of February 2025, and thereafter adopted at a regular meeting of said Council held on the 10 day of March 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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Madeliene DeAndreis  
Mayor, Town of Fort Jones

ATTEST:

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Jessie Monday

Town Clerk, Town of Fort Jones



## EXHIBIT A

### **Sections:**

- 3.124.010 Purpose.
- 3.12.020 Definitions.
- 3.12.030 Powers and duties.
- 3.12.040 Purchasing guidelines.
- 3.12.050 Purchase agreements.
- 3.12.060 Award of contracts to businesses located in the town.
- 3.12.070 Informal bid procedure.
- 3.12.080 Formal bid procedure.
- 3.12.090 Sole-source purchasing.
- 3.12.100 Sole-source purchases from businesses within the town.
- 3.12.110 Emergency purchases.
- 3.12.120 Exemptions from bidding procedure.
- 3.12.130 Disposition of surplus personal property.
- 3.12.140 Uniform Construction Cost Accounting Procedures

### **3.12.010 Purpose.**

- A. This chapter is adopted pursuant to Government Code section 54201 et seq. to provide guidance and direction regarding the procurement of supplies, equipment, and services; to ensure that the town and its departments will receive high quality goods and services at minimum cost to the taxpayer; to exercise positive financial control over purchases; to clearly define the authority for all purchases; and to limit the administrative demands imposed by the purchasing system to those reasonably necessary to achieve the other objectives of that system.
- B. The policies and procedures contained in this chapter are not intended to conflict with Public Contracts Code section 20160 et seq., Public Contracts Code section 22030 et seq., or any other applicable law governing the solicitation of bids and award of contracts for public works projects requiring the expenditure of five thousand dollars (\$5,000.00) or more.

### **3.12.020 Definitions.**

Unless otherwise indicated, the following definitions shall apply to this chapter.

“Town administrator” means the town administrator of the town of Fort Jones or his or her designee.

“Town clerk” means the town clerk of the town of Fort Jones, or such other officer to whom the duties and responsibilities of the town treasurer have been transferred, or his or her designee.

“Department head” means a person designated by the town administrator and/or the town council to be responsible for the management of a department of the town or his or her designee.

“Emergency” means an emergency as defined by Section 2.16.020 of this code.

“Equipment” means items that are durable, have a fixed life expectancy and are shown in the town’s books as fixed assets.

“General services” means all services other than professional services and services pursuant to a public works contract excluded from this chapter by Section 3.12.010(B).

“Local business” means an individual, business, partnership or corporation that meets all of the following: (1) maintains a place of business located within the town of Fort Jones; (2) has a current town of Fort Jones business license; (3) reports to the state sales tax returns for goods purchased at its business located within the boundaries of the town of Fort Jones which regularly maintains a place of business and an inventory of merchandise for sale within the sphere of influence of the town; (4) has any necessary licenses, certificates, bonds and insurances; and (5) is in good financial and legal standing with the Town.

“Market value” means the value estimated by the purchasing officer at which the surplus personal property would sell if offered at auction or other open competitive bid sale.

“Professional services” means those services governed by Government Code section 4525 et seq., including architectural, landscape architectural, engineering, environmental, and land surveying services.

“Professional service agreement” means a written contract for professional services entered into as provided in this chapter.

“Purchase” means the renting, leasing, purchasing, licensing or trade of supplies or equipment or the hiring of private contractors.

“Purchasing officer” means the town administrator or his or her designee.

“Purchase order” means a form approved by the purchasing officer for the purchase of supplies, material, and/or equipment, but not professional services.

“Supplies” means office supplies, janitorial supplies, material, goods, tools, or other commodities used in the general conduct of the town’s business that do not constitute equipment.

“Surplus personal property” means any personal property or equipment owned by the town of Fort Jones which the purchasing officer determines, subject to approval of the town administrator or the town council as required by Section 3.12.130, is no longer needed or used for town purposes or which has become obsolete, worn out or past its useful life.

### **3.12.030 Powers and duties.**

#### **A. Department heads:**

1. Shall have the power to:
  - a. Negotiate and recommend to the town council contracts for the purchase of supplies, equipment, and/or services on behalf of their respective departments.
  - b. Approve purchase orders and professional service agreements for the benefit of their respective departments for amounts up to five thousand dollars (\$5,000.00), with consent and approval by the town administrator.
  - c. Execute contracts for the purchase of supplies, equipment and/or services for the benefit of their respective departments in accordance with the policies and procedures prescribed by this chapter.
  - d. Increase the time for performance or the not-to-exceed amounts prescribed by professional service agreements for which they are responsible by up to ten (10) percent of the original agreement amount if they reasonably conclude that doing so will result in cost and/or time savings to the town.
2. Are under the duty to:
  - a. Identify the type and quantity of supplies, equipment, and/or services required to fulfill the responsibilities of their respective departments.
  - b. Engage in an informal bidding process under section 3.12.070 of this chapter for items expected to cost more than five thousand dollars (\$5,000.00) and less than or equal to fifty thousand dollars (\$50,000.00), or a formal bidding process under section 3.12.080 of this chapter for items expected to cost more than fifty thousand dollars (\$50,000.00).

It is not permissible to split or separate purchases into smaller amounts to evade the requirements of this chapter.
  - c. Maintain records of all submitted bids for the procurement of supplies, equipment, and/or services as required by the town's approved document-retention schedule.
  - d. Determine whether the required items or services are budgeted or the town council has otherwise authorized their purchase.
  - e. Secure necessary authorization prior to the commencement of work or delivery of supplies and equipment by preparing a purchase order or professional service agreement and ensuring that it is approved as prescribed by this chapter.
  - f. Supervise the inspection of supplies or equipment purchased to ensure that the items conform to the quality expectations of the town.

- g. Monitor the work of contractors to ensure adherence to the terms and conditions of professional service agreements.
- h. Provide coded and approved invoices to the finance department for payment in a timely fashion.

B. The purchasing officer:

- 1. Shall have the power to:
  - a. Negotiate contracts for the purchase of supplies, equipment, and/or services on behalf of the town.
  - b. Approve purchase orders and professional service agreements on behalf of the town in amounts up to twenty-five thousand dollars (\$25,000.00).
  - c. Execute contracts for the purchase of supplies, equipment and/or services on behalf of the town in accordance with this chapter.
- 2. Is under the duty to:
  - a. Enforce this chapter.
  - b. Recommend the transfer or exchange of surplus supplies and equipment between departments as needed, and recommend the sale of all supplies and equipment which have become obsolete, useless, or otherwise unsuitable for use by the town.

C. The town administrator:

- 1. Shall have the power to:
  - a. Approve purchase orders and professional service agreements on behalf of the town for amounts up to twenty-five thousand dollars (\$25,000.00), or up to one hundred thousand dollars (\$100,000.00) during a state of emergency declared pursuant to Chapter 2.16 of this code.
  - b. Perform any or all the duties of a department head or the purchasing officer.
- 2. Is under the duty to:
  - a. Ensure that the process for purchasing supplies, equipment, and services meets the needs of the community and the town.
  - b. Recommend to the town council revisions and amendments to this chapter to achieve its purposes.

D. The finance director shall have the power to:

1. Review and process payment to vendors after receiving properly coded and approved invoices.
2. Prepare the warrant/check register and submit to the town clerk for vendor payment issuance.
3. Delay processing payments to vendors if an agreement is void or if insufficient budgetary appropriation is available. Purchase orders and professional service agreements are void if any of the following is true:
  - a. The term of the agreement has expired;
  - b. The not-to-exceed amount specified by the agreement has been exceeded; or,
  - c. The services performed are other than specified in the agreement.

E. The town clerk shall have the power to issue payment to vendors after receiving an approved warrant/check register from the finance director.

### **3.12.040 Purchasing guidelines.**

- A. Purchases of supplies, equipment, or services for amounts equal to five thousand dollars (\$5,000.00) or less do not require a bidding process and may be approved by a department head, with consent and approval by the town administrator. Purchases in this range do not require a purchase order or a professional service agreement unless otherwise required by the vendor.
- B. Purchases of supplies, equipment, or services for amounts greater than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) are subject to the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by a department head and by the purchasing officer or town administrator.
- C. Purchases of supplies, equipment, or services for amounts greater than twenty-five thousand dollars (\$25,000.00) but less than or equal to fifty thousand dollars (\$50,000.00) must meet the requirements of the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and town council.
- D. Purchases of supplies, equipment, or services for amounts greater than fifty thousand dollars (\$50,000.00) must meet the requirements of the formal bidding process set forth in Section 3.12.080. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and council.

- E. During a declared state of emergency, purchases of supplies, equipment, or services for any amount do not require a bidding process. Purchases less than or equal to one hundred thousand dollars (\$100,000.00) require the approval of the town administrator. Purchases greater than one hundred thousand dollars (\$100,000.00) require the approval of the town council.
- F. Purchases of supplies, equipment, or services made with federal grant funds are exempt from the purchasing guidelines established by this Chapter 3.12 and are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.
- G. All purchase agreements over \$5,000 shall be reviewed by the town attorney.
- H. Unless otherwise provided herein, award of purchases shall be made by the town council in open session of a council meeting.

Purchase Order and Professional Service Agreement Requirement Matrix

Contract Amount	Purchase Order	Professional Services Agreement	Bidding Process	Authorization Required
\$5,000.00 or less	Not required	Not required	None	Department head only, with approval and consent of town administrator
\$5,000.01–\$25,000.00	Required	Required	Informal	Department head and either (i) purchasing officer or (ii) town administrator
\$25,000.01–\$50,000.00	Required	Required	Informal	Department head, town administrator, and town council
\$50,000.01 or more	Required	Required	Formal	Department head, town administrator, and town council
Any amount during a declared state of emergency	Not required	Not required	None	Town administrator (up to \$100,000.00) or town council (above \$100,000.00)

NOTE: The above matrix is intended to summarize the requirements of this chapter and not to change them. If the matrix contradicts the text of this chapter in any respect, the language of the chapter will prevail.

### **3.12.050 Purchase agreements.**

- A. Professional service agreement (PSA):

1. Professional service agreements are used to purchase professional services as defined in Section 3.12.020.
2. All purchases of professional services over five thousand dollars (\$5,000.00) require the completion of a PSA on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard professional service agreement must be approved by the purchasing officer or the town administrator.
3. The town shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general and needs to comply with either the informal or formal bid procedures set forth in Sections 3.12.070 or 3.12.080 respectively if the value of the agreement exceeds five thousand dollars (\$5,000.00). The town should also consider the cost of the professional service, and in the event that a vendor is selected that does not offer the lowest price, a rationale must be provided to and approved by the town administrator prior to final selection being made.
4. Authority to approve a professional service agreement shall be as specified in Section 3.12.040.
5. Authority to modify a professional service agreement shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the agreement, including any proposed increase in the not-to-exceed value.

B. Purchase order (PO):

1. Purchase orders are used to purchase supplies, material, and/or equipment having a cost greater than five thousand dollars (\$5,000.00). They are not to be used to secure professional services.
2. Authority to approve a purchase order shall be as specified in Section 3.12.040.
3. Authority to modify a purchase order shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the purchase order, including any proposed increase in the not-to-exceed value.
4. All procurement using a PO require the completion of a purchase order on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard purchase order must be approved by the purchasing officer or the town administrator.

**3.12.060 Award of contracts to businesses located in the town.**

A. In establishing a preference to local businesses in the award of contracts for supplies, equipment or services under this chapter, the town council finds that local businesses are disadvantaged in comparison to business located outside the town, particularly due to

longer commutes for the delivery of goods and services and the high gas prices which increase the cost of goods and services delivered to and from the town limits. The town council also finds that awarding contracts to local businesses results in financial advantages to the town.

- B. Town personnel are directed to use their best efforts to purchase supplies, equipment, and services from local businesses whenever possible and consistent with the terms of this policy.
- C. All informal and formal bids are to be evaluated with a five percent (5%) preference for local businesses. A bid or proposal received from a local business will be tabulated as if it were five percent (5%) lower than the figure actually set forth in the bid or proposal. The local business must claim the local business preference to be considered.
- D. To qualify as a local business, the business shall submit with its bid or proposal, or have on file with the town clerk, an affidavit that demonstrates its eligibility as a local business, including but not limited to the following: the business has a facility with an address within the town and the business will attribute any sales tax from sales to the town of Fort Jones.

### **3.12.070 Informal bid procedure.**

When the informal bid procedure is required, purchases shall be made in compliance with the following:

- A. The town shall specifically identify the goods and/or services it wishes to purchase and determine the estimated cost of the good and/or service from at least three different providers whenever possible.
- B. Informal bids received must be documented in writing and retained by the department head as required by the approved document retention schedule.
- C. Unless otherwise provided by any existing law, rule, regulation, or policy, the purchase of supplies, equipment and non-professional services shall be awarded to the provider with the lowest responsive estimated cost.

### **3.12.080 Formal bid procedure.**

When the formal bid procedure is required, purchases shall be made following compliance with the following:

- A. Notice Inviting Bids. Notices inviting sealed bids shall include: 1) a general description of the articles and/or services to be purchased, 2) where bid forms and specifications may be obtained, 3) the date, time and place for the bidders' conference, if any, and for the submission of sealed bids, and 4) any other information which the department head conducting the procurement deems useful.

B. Published Notice. Notice inviting bids shall be published at least once in a newspaper of general circulation published in the town at least five days before the date of opening of the bids, or if there is no such newspaper, posted in at least three public places in the town designated by the town clerk for posting public notices at least five days before the date of opening of the bids.

C. Bidder's Security:

1. When deemed necessary or appropriate, as with public works projects, the purchasing officer may require a bidding vendor to submit a bid security in any of the following forms:
  - a. Cash;
  - b. A cashier's check made payable to the town;
  - c. A certified check made payable to the town;
  - d. A bidder's bond executed by a surety insurer admitted to do business in California, made payable to the town.
2. Any requirement for bid security must be included in the public notice inviting bids.
3. The security shall be in an amount equal to at least ten (10) percent of the bid amount.
4. A vendor shall forfeit its bid security upon its refusal or failure to perform pursuant to the terms of its contract with the town within twenty (20) days after notice of award of contract or such lesser period specified in the notice inviting bids.

D. Failure to Perform:

1. Upon refusal or failure of the lowest successful bidder to execute or perform the contract pursuant to its terms, the officer or agency of the town authorized to award the contract may award it to the next lowest responsible bidder.
2. If the officer or agency of the town authorized to award the contract awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

E. Bid Opening Procedure:

1. Sealed bids shall be submitted to the office of the town clerk and shall be identified as "Submitted Bid" on the envelope.
2. Bids shall be opened at the time and place stated in the notice inviting bids.

3. A record of all bids submitted to the town shall be subject to public inspection at the office of the town clerk during regular business hours for at least ten (10) calendar days after the bids are opened.

F. Rejection of Bids. The officer or agency of the town authorized to award the contract may reject any and all bids and require the purchasing officer or department head to rebid the purchase.

G. Award of Contracts. The officer or agency of the town authorized by Section 3.12.040 of this code to do so shall award contracts.

H. Tie Bids. If two of more bids are submitted in the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the officer or agency of the town authorized to award the contract may accept either bid.

I. No Bids Received. If no bids are received following compliance with the requirements of this section, the officer or agency of the town authorized to award the contract may procure the requested supplies, equipment, or services without further compliance with this chapter.

J. Performance Bonds:

1. The purchasing officer may require a performance bond in such amount as may be reasonably necessary to ensure performance before entering into any contract.
2. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

### **3.12.090 Sole-source purchasing.**

A. Prior to submitting a purchase request, the requesting department shall conduct a survey of available sources to determine whether there is only one source capable of competently and efficiently providing the required supplies, equipment or service.

B. If it is determined that there is only a single source for the purchasing of a particular item or service, the requesting department shall prepare a waiver of bid and submit it to the purchasing officer.

C. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the town administrator, the contract may be awarded to the sole source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.

**3.12.100 Reserved.**

**3.12.110 Emergency purchases.**

- A. The town administrator shall make, or authorize others to make, emergency purchases of supplies, equipment or services during a declared state of emergency for amounts less than or equal to one hundred thousand dollars (\$100,000.00); provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. Purchases for amounts greater than one hundred thousand dollars (\$100,000.00) must be approved by the town council.
- B. When making an emergency purchase, the requesting department shall complete a waiver of bid form and submit it to the purchasing officer.

**3.12.120 Exemptions from bidding procedure.**

- A. Purchases of three thousand dollars (\$3,000.00) or less.
- B. Sole-source purchases in accordance with Section 3.04.090 of this code.
- C. Emergency purchases in accordance with Section 3.04.110 of this code.
- D. Intergovernmental orders by which the town has contracted with another governmental entity to purchase particular supplies, equipment or services on a cooperative basis or where the town contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and/or services under a competitive process and are able to have the bid prices they received extended to the town.
- E. Purchases of professional services in accordance with Section 3.04.050 of this code.
- F. Purchases of supplies, equipment, or services made with federal grant funds which are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.

**3.12.130 Disposition of surplus personal property.**

- A. Prior to disposal, a list of surplus personal property specifying the item, its actual or estimated purchase price, date of purchase, and estimated market value shall be submitted to the town council for approval as to its "surplus" status. Surplus personal property of the town shall be disposed of on annual or semi-annual basis, in the following manner:
  1. The town administrator may authorize the sale or disposition of surplus personal property which has a market value equal to or less than his or her contracting authority under Section 3.04.040.

2. The town council may authorize the sale or disposition of surplus personal property which has a market value in excess of the town administrator's contracting authority under Section 3.04.040.
3. Any surplus personal property within his or her contracting authority may be sold or disposed of by the town administrator as follows:
  - a. Surplus property with an estimated market value of less than one hundred dollars (\$100.00) may be disposed of by the department head, upon written approval of the town administrator, in the manner most advantageous to the town considering the value of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
  - b. Surplus personal property with an estimated market value of more than one hundred dollars (\$100.00) but less than or equal to five thousand dollars (\$5,000.00) per individual item of property may be sold or disposed of by any method the town administrator determines to be most advantageous to the town considering the value and nature of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
  - c. Surplus personal property with an estimated market value of greater than five thousand dollars (\$5,000.00) per individual item of property shall be sold under sealed bid or by public auction. Public auctions may include electronic bidding or auction services.
  - d. Disposition of surplus personal property pursuant to this section shall be "as is" without warranty, express or implied, and the buyer shall agree to pay applicable sales or transfer taxes.
  - e. Notwithstanding other provisions in this section, surplus personal property may be sold to another public entity for market value or traded for market value equivalent property or services as approved by the town administrator.
  - f. Notwithstanding other provisions in this section, surplus personal property of any value may be traded in as consideration toward the acquisition of other personal property upon written approval of the town administrator.
  - g. Notwithstanding other provisions in this section, surplus personal property of any value may be transferred to other town departments without consideration as approved by the town administrator.
4. Surplus personal property which the town administrator deems unacceptable for sale to the public may be disposed of in the manner deemed appropriate by the town administrator. Examples of such property include: town-owned animals, law enforcement equipment and property which may pose a hazard to the general public.

- B. The town council may, by resolution, authorize the donation of surplus personal property, if the town council finds that such donation serves a public purpose or benefit. All donations pursuant to this section shall be "as is" without warranty, express or implied, and the transferee shall agree to defend, indemnify and hold harmless the town, its officers and employees from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the organization or subsequent transferee.
- C. In cases where a sealed bid or public auction is required for the sale of surplus personal property, reasonable notice to prospective bidders of such sale by sealed bid or public auction shall be given, as determined by the purchasing officer, taking into account the circumstances and the item or items to be sold.
- D. Any department disposing of surplus personal property shall document the disposition and provide, in writing, to the finance director or his or her designee, who shall keep a record of sales, exchanges or other disposition of any property disposed of pursuant to the provisions of this chapter, at least the following information:
  - 1. A description of the property transferred;
  - 2. The name of the transferee;
  - 3. The date of transfer;
  - 4. The gross receipts, net receipts and/or transaction costs; and
  - 5. A description, including the value of any personal property received in exchange for the property transferred.
- E. Such records shall be kept consistent with the town's records retention policy.

### **3.12.140 Uniform Construction Cost Accounting Procedures**

- A. Purpose. The purpose of this chapter is to establish regulations for public projects and maintenance work in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (Public Contracts Code section 22000 et seq.). This chapter shall also apply to maintenance work in accordance with Public Contracts Code section 22003.
- B. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
  - a. "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
  - b. "Facility" has the meaning set forth in Public Contract Code section 22002.
  - c. "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
  - d. "Project" includes public projects and maintenance work, as defined by this chapter.
  - e. "Public project" has the meaning set forth in Public Contract Code Section 22002.

C. General provisions.

- a. Whenever any reference is made to any other ordinance or law, such reference shall be deemed to include all future amendments and successor statutes or ordinances thereto.
- b. The dollar limits set forth in this Chapter shall adjust without council action as necessary to comply with amendments to the Act and any procedures adopted by the state controller.
- c. Plans, specifications, and/or working details adopted by the Town for any public project are public records, subject to examination upon request.

D. Contracts for public projects and maintenance work.

- a. Public projects and maintenance work for \$75,000 or less.
  - i. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or less.
  - ii. Public projects and/or maintenance of seventy-five thousand dollars (\$75,000.00) or less to be may be performed by town employees , by negotiated contract, or by purchase order without competitive bidding.
- b. Public projects and maintenance work for \$75,000 or more, but less than or equal to \$220,000.
  - i. Bid specifications shall be prepared and notices inviting bids shall be solicited as set forth in section 3.12.140.E of this chapter.
  - ii. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or more, but less than or equal to two hundred twenty thousand dollars (\$220,000).
  - iii. If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the town council may adopt a resolution by a four-fifths (4/5) vote to award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if the town council determines the cost estimate of the town was reasonable. Where town council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.
- c. Public projects and maintenance work for more than \$220,000.
  - i. Public project and maintenance work of more than two hundred twenty thousand dollars (\$220,000) shall be approved by the Town Council.
  - ii. The town council shall adopt plans, specifications, and working details for all public projects up to two hundred twenty thousand dollars (\$220,000).
  - iii. Public projects and/or maintenance work of more than two hundred twenty thousand dollars (\$220,000.00) shall require competitive written bidding. A notice inviting bids shall be published and sent in compliance with the provisions of Public Contract Code section 22037. In addition, bid plans and working details shall be adopted by the town council for all public projects exceeding two hundred twenty thousand dollars (\$220,000.00).

E. Informal bidding procedures.

Public projects and maintenance of \$220,000 or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- a. Contractors list. The town shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- b. Notice inviting informal bids.
  - i. Circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
    - 1. Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
    - 2. Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or their designee.
  - ii. Proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - iii. Mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
  - iv. Contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c. Rejection of bids; bid irregularities. The town administrator may, in their sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- d. Award of contract. The town administrator is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the town attorney. Such contracts shall be awarded to the lowest responsible bidder.
- e. Tie bids; no bids received. If two or more bids are the same and the lowest, the town administrator may accept the one he or she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by town employees, by force account or negotiated contract without further complying with this section.
- f. Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the town administrator may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- g. Performance bonds. The town administrator may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or their designee finds reasonably necessary to protect the best interests of the town. If the town requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.



Attachment 3

**[DRAFT] ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
FORT JONES, CALIFORNIA ADDING CHAPTER 3.12  
“PURCHASING” TO THE FORT JONES MUNICIPAL CODE;  
AND FINDING THE ORDINANCE NOT SUBJECT TO CEQA**

WHEREAS, Government Code section 54201 et seq., authorizes the Town Council to adopt policies and procedures governing Town purchases of supplies and equipment by ordinance;

WHEREAS, amendments to Title 3 “Revenue and Finance” of the Fort Jones Municipal Code are necessary to remain in compliance with updated federal procurement requirements and address consistency with financial policies;

WHEREAS, the Town Council finds it necessary and desirable to add Chapter 3.12 (Purchasing) to Title 3 (Revenue and Finance) of the Fort Jones Municipal Code

WHEREAS, the Town Council has by Resolution \_\_\_ adopted on March 10, 2025, elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act, (“Act”), (Public Contract Code (“PCC”) § 22000 et seq.);

WHEREAS, Public Contract Code Section §22034 requires that public agencies who elect to be subject to the Act adopt an ordinance establishing informal bidding procedures for public projects and sets forth the requirements of said informal bidding ordinance;

WHEREAS, the Town Administrator recommends this Ordinance to meet the requirements of said informal bidding procedures.

NOW, THEREFORE, the Town Council of the Town of Fort Jones does ordain as follows:

**SECTION 1. RECITALS:** The foregoing recitals are true and correct and incorporated into the findings herein.

**SECTION 2: CODE ADOPTION:** Chapter 3.12 (Purchasing) of Title 3 (Revenue and Finance) of the Fort Jones Municipal Code is hereby added as set forth in **Exhibit “A”** attached to this Ordinance and incorporated herein by reference.

**SECTION 3. CEQA:** The Ordinance is not a Project within the meaning of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, section 15000, et seq.) section 15061(b)(3). This Ordinance involves updates and revisions to existing regulations. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant effect on the environment.

**SECTION 4. SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that

any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional, and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 5. SUMMARY:** Upon request of the Town Administrator or Town Clerk, the Town Attorney may prepare a summary of this Ordinance for the purposes of publication.

**SECTION 6. EFFECTIVE DATE:** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the Town Council at a second reading and shall be posted and published in accordance with the California Government Code.

**SECTION 7. CERTIFICATION:** The Town Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. This Ordinance, or a summary thereof, shall be published and/or posted in compliance with the requirements of Government Code section 36933.

I HEREBY CERTIFY the foregoing Ordinance was introduced for first reading at a regular meeting of the Town Council of the Town of Fort Jones held on the 19 day of February 2025, and thereafter adopted at a regular meeting of said Council held on the 10 day of March 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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Madeliene DeAndreis  
Mayor, Town of Fort Jones

ATTEST:

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Jessie Monday

Town Clerk, Town of Fort Jones

## **EXHIBIT A**

### **Sections:**

- 3.124.010 Purpose.
- 3.12.020 Definitions.
- 3.12.030 Powers and duties.
- 3.12.040 Purchasing guidelines.
- 3.12.050 Purchase agreements.
- 3.12.060 Award of contracts to businesses located in the town.
- 3.12.070 Informal bid procedure.
- 3.12.080 Formal bid procedure.
- 3.12.090 Sole-source purchasing.
- 3.12.100 Sole-source purchases from businesses within the town.
- 3.12.110 Emergency purchases.
- 3.12.120 Exemptions from bidding procedure.
- 3.12.130 Disposition of surplus personal property.
- 3.12.140 Uniform Construction Cost Accounting Procedures

### **3.12.010 Purpose.**

- A. This chapter is adopted pursuant to Government Code section 54201 et seq. to provide guidance and direction regarding the procurement of supplies, equipment, and services; to ensure that the town and its departments will receive high quality goods and services at minimum cost to the taxpayer; to exercise positive financial control over purchases; to clearly define the authority for all purchases; and to limit the administrative demands imposed by the purchasing system to those reasonably necessary to achieve the other objectives of that system.
- B. The policies and procedures contained in this chapter are not intended to conflict with Public Contracts Code section 20160 et seq., Public Contracts Code section 22030 et seq., or any other applicable law governing the solicitation of bids and award of contracts for public works projects requiring the expenditure of five thousand dollars (\$5,000.00) or more.

### **3.12.020 Definitions.**

Unless otherwise indicated, the following definitions shall apply to this chapter.

“Town administrator” means the town administrator of the town of Fort Jones or his or her designee.

“Town clerk” means the town clerk of the town of Fort Jones, or such other officer to whom the duties and responsibilities of the town treasurer have been transferred, or his or her designee.

“Department head” means a person designated by the town administrator and/or the town council to be responsible for the management of a department of the town or his or her designee.

“Emergency” means an emergency as defined by Section 2.16.020 of this code.

“Equipment” means items that are durable, have a fixed life expectancy and are shown in the town’s books as fixed assets.

“General services” means all services other than professional services and services pursuant to a public works contract excluded from this chapter by Section 3.12.010(B).

“Local business” means an individual, business, partnership or corporation that meets all of the following: (1) maintains a place of business located within the town of Fort Jones; (2) has a current town of Fort Jones business license; (3) reports to the state sales tax returns for goods purchased at its business located within the boundaries of the town of Fort Jones which regularly maintains a place of business and an inventory of merchandise for sale within the sphere of influence of the town; (4) has any necessary licenses, certificates, bonds and insurances; and (5) is in good financial and legal standing with the Town.

“Market value” means the value estimated by the purchasing officer at which the surplus personal property would sell if offered at auction or other open competitive bid sale.

“Professional services” means those services governed by Government Code section 4525 et seq., including architectural, landscape architectural, engineering, environmental, and land surveying services.

“Professional service agreement” means a written contract for professional services entered into as provided in this chapter.

“Purchase” means the renting, leasing, purchasing, licensing or trade of supplies or equipment or the hiring of private contractors.

“Purchasing officer” means the town administrator or his or her designee.

“Purchase order” means a form approved by the purchasing officer for the purchase of supplies, material, and/or equipment, but not professional services.

“Supplies” means office supplies, janitorial supplies, material, goods, tools, or other commodities used in the general conduct of the town’s business that do not constitute equipment.

“Surplus personal property” means any personal property or equipment owned by the town of Fort Jones which the purchasing officer determines, subject to approval of the town administrator or the town council as required by Section 3.12.130, is no longer needed or used for town purposes or which has become obsolete, worn out or past its useful life.

### **3.12.030 Powers and duties.**

A. Department heads:

1. Shall have the power to:

- a. Negotiate and recommend to the town council contracts for the purchase of supplies, equipment, and/or services on behalf of their respective departments.
- b. Approve purchase orders and professional service agreements for the benefit of their respective departments for amounts up to five hundred dollars (\$500) without consent and approval of the town administrator if such amount is allowed under the existing budget, and up to five thousand dollars (\$5,000.00), with consent and approval by the town administrator.
- c. Execute contracts for the purchase of supplies, equipment and/or services for the benefit of their respective departments in accordance with the policies and procedures prescribed by this chapter.
- d. Increase the time for performance or the not-to-exceed amounts prescribed by professional service agreements for which they are responsible by up to ten (10) percent of the original agreement amount if they reasonably conclude that doing so will result in cost and/or time savings to the town.

2. Are under the duty to:

- a. Identify the type and quantity of supplies, equipment, and/or services required to fulfill the responsibilities of their respective departments.
- b. Engage in an informal bidding process under section 3.12.070 of this chapter for items expected to cost more than five thousand dollars (\$5,000.00) and less than or equal to fifty thousand dollars (\$50,000.00), or a formal bidding process under section 3.12.080 of this chapter for items expected to cost more than fifty thousand (\$50,000.00).

It is not permissible to split or separate purchases into smaller amounts to evade the requirements of this chapter.
- c. Maintain records of all submitted bids for the procurement of supplies, equipment, and/or services as required by the town's approved document-retention schedule.
- d. Determine whether the required items or services are budgeted or the town council has otherwise authorized their purchase.
- e. Secure necessary authorization prior to the commencement of work or delivery of supplies and equipment by preparing a purchase order or professional service agreement and ensuring that it is approved as prescribed by this chapter.

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- f. Supervise the inspection of supplies or equipment purchased to ensure that the items conform to the quality expectations of the town.
- g. Monitor the work of contractors to ensure adherence to the terms and conditions of professional service agreements.
- h. Provide coded and approved invoices to the finance department for payment in a timely fashion.

B. The purchasing officer:

- 1. Shall have the power to:
  - a. Negotiate contracts for the purchase of supplies, equipment, and/or services on behalf of the town.
  - b. Approve purchase orders and professional service agreements on behalf of the town in amounts up to twenty-five thousand dollars (\$25,000.00).
  - c. Execute contracts for the purchase of supplies, equipment and/or services on behalf of the town in accordance with this chapter.
- 2. Is under the duty to:
  - a. Enforce this chapter.
  - b. Recommend the transfer or exchange of surplus supplies and equipment between departments as needed, and recommend the sale of all supplies and equipment which have become obsolete, useless, or otherwise unsuitable for use by the town.

C. The town administrator:

- 1. Shall have the power to:
  - a. Approve purchase orders and professional service agreements on behalf of the town for amounts up to twenty-five thousand dollars (\$25,000.00), or up to one hundred thousand dollars (\$100,000.00) during a state of emergency declared pursuant to Chapter 2.16 of this code.
  - b. Perform any or all the duties of a department head or the purchasing officer.
- 2. Is under the duty to:
  - a. Ensure that the process for purchasing supplies, equipment, and services meets the needs of the community and the town.
  - b. Recommend to the town council revisions and amendments to this chapter to achieve its purposes.

D. The finance director shall have the power to:

1. Review and process payment to vendors after receiving properly coded and approved invoices.
2. Prepare the warrant/check register and submit to the town clerk for vendor payment issuance.
3. Delay processing payments to vendors if an agreement is void or if insufficient budgetary appropriation is available. Purchase orders and professional service agreements are void if any of the following is true:
  - a. The term of the agreement has expired;
  - b. The not-to-exceed amount specified by the agreement has been exceeded; or,
  - c. The services performed are other than specified in the agreement.

E. The town clerk shall have the power to issue payment to vendors after receiving an approved warrant/check register from the finance director.

### **3.12.040 Purchasing guidelines.**

A. Purchases of supplies, equipment, or services for amounts equal to five hundred dollars (\$500) do not require a bidding process and may be approved by a department head if such amount is allowed under the existing budget without approval of the town administrator, and to five thousand dollars (\$5,000.00) or less do not require a bidding process and may be approved by a department head, with consent and approval by the town administrator. Purchases in this range do not require a purchase order or a professional service agreement unless otherwise required by the vendor.

B. Purchases of supplies, equipment, or services for amounts greater than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) are subject to the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by a department head and by the purchasing officer or town administrator.

C. Purchases of supplies, equipment, or services for amounts greater than twenty-five thousand dollars (\$25,000.00) but less than or equal to fifty thousand dollars (\$50,000.00) must meet the requirements of the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and town council.

D. Purchases of supplies, equipment, or services for amounts greater than fifty thousand dollars (\$50,000.00) must meet the requirements of the formal bidding process set forth in

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Section 3.12.080. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and council.

- E. During a declared state of emergency, purchases of supplies, equipment, or services for any amount do not require a bidding process. Purchases less than or equal to one hundred thousand dollars (\$100,000.00) require the approval of the town administrator. Purchases greater than one hundred thousand dollars (\$100,000.00) require the approval of the town council.
- F. Purchases of supplies, equipment, or services made with federal grant funds are exempt from the purchasing guidelines established by this Chapter 3.12 and are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.
- G. All purchase agreements over \$5,000 shall be reviewed by the town attorney. For all purchase agreements and contracts over \$500, the Town Attorney shall approve as to form.”
- H. Unless otherwise provided herein, award of purchases shall be made by the town council in open session of a council meeting.
- H.I. Competitive bidding for public works contracts for public projects over \$5,000 as required for general law cities under Public Contract Code §20162 is not affected by this ordinance..

Purchase Order and Professional Service Agreement Requirement Matrix

Contract Amount	Purchase Order	Professional Services Agreement	Bidding Process	Authorization Required
<u>\$500.00 or less</u>	<u>Not required</u>	<u>Not required</u>	<u>None</u>	<u>Department head only, if allowed under existing budget</u>
<u>\$501.00 to 5,000.00 or less</u>	Not required	Not required	None	Department head only, with approval and consent of town administrator
<u>\$5,000.01– \$25,000.00</u>	Required	Required	Informal	Department head and either (i) purchasing officer or (ii) town administrator
<u>\$25,000.01– \$50,000.00</u>	Required	Required	Informal	Department head, town administrator, and town council

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**Commented [6]:** As discussed in Att. 5, to clarify intent with new thresholds.

**Commented [7]:** Added for clarity.

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See Att. 5.

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\$50,000.01 or more	Required	Required	Formal	Department head, town administrator, and town council
Any amount during a declared state of emergency	Not required	Not required	None	Town administrator (up to \$100,000.00) or town council (above \$100,000.00)

NOTE: The above matrix is intended to summarize the requirements of this chapter and not to change them. If the matrix contradicts the text of this chapter in any respect, the language of the chapter will prevail.

### **3.12.050 Purchase agreements.**

#### A. Professional service agreement (PSA):

1. Professional service agreements are used to purchase professional services as defined in Section 3.12.020.
2. All purchases of professional services over five thousand dollars (\$5,000.00) require the completion of a PSA on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard professional service agreement must be approved by the purchasing officer or the town administrator.
3. The town shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general and needs to comply with either the informal or formal bid procedures set forth in Sections 3.12.070 or 3.12.080 respectively if the value of the agreement exceeds five thousand dollars (\$5,000.00). The town should also consider the cost of the professional service, and in the event that a vendor is selected that does not offer the lowest price, a rationale must be provided to and approved by the town administrator prior to final selection being made.
4. Authority to approve a professional service agreement shall be as specified in Section 3.12.040.
5. Authority to modify a professional service agreement shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the agreement, including any proposed increase in the not-to-exceed value.

#### B. Purchase order (PO):

1. Purchase orders are used to purchase supplies, material, and/or equipment having a cost greater than five thousand dollars (\$5,000.00). They are not to be used to secure professional services.
2. Authority to approve a purchase order shall be as specified in Section 3.12.040.

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3. Authority to modify a purchase order shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the purchase order, including any proposed increase in the not-to-exceed value.
4. All procurement using a PO require the completion of a purchase order on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard purchase order must be approved by the purchasing officer or the town administrator.

**3.12.060 Award of contracts to businesses located in the town.**

- A. In establishing a preference to local businesses in the award of contracts for supplies, equipment or services under this chapter, the town council finds that local businesses are disadvantaged in comparison to business located outside the town, particularly due to longer commutes for the delivery of goods and services and the high gas prices which increase the cost of goods and services delivered to and from the town limits. The town council also finds that awarding contracts to local businesses results in financial advantages to the town.
- B. Town personnel are directed to use their best efforts to purchase supplies, equipment, and services from local businesses whenever possible and consistent with the terms of this policy.
- C. All informal and formal bids are to be evaluated with a five percent (5%) preference for local businesses. A bid or proposal received from a local business will be tabulated as if it were five percent (5%) lower than the figure actually set forth in the bid or proposal. The local business must claim the local business preference to be considered.
- D. To qualify as a local business, the business shall submit with its bid or proposal, or have on file with the town clerk, an affidavit that demonstrates its eligibility as a local business, including but not limited to the following: the business has a facility with an address within the town and the business will attribute any sales tax from sales to the town of Fort Jones.

**3.12.070 Informal bid procedure.**

When the informal bid procedure is required, purchases shall be made in compliance with the following:

- A. The town shall specifically identify the goods and/or services it wishes to purchase and determine the estimated cost of the good and/or service from at least three different providers whenever possible.
- B. Informal bids received must be documented in writing and retained by the department head as required by the approved document retention schedule.

C. Unless otherwise provided by any existing law, rule, regulation, or policy, the purchase of supplies, equipment and non-professional services shall be awarded to the provider with the lowest responsive estimated cost.

**3.12.080 Formal bid procedure.**

When the formal bid procedure is required, purchases shall be made following compliance with the following:

A. Notice Inviting Bids. Notices inviting sealed bids shall include: 1) a general description of the articles and/or services to be purchased, 2) where bid forms and specifications may be obtained, 3) the date, time and place for the bidders' conference, if any, and for the submission of sealed bids, and 4) any other information which the department head conducting the procurement deems useful.

B. Published Notice. Notice inviting bids shall be published at least once in a newspaper of general circulation published in the town at least five days before the date of opening of the bids, or if there is no such newspaper, posted in at least three public places in the town designated by the town clerk for posting public notices at least five days before the date of opening of the bids.

C. Bidder's Security:

1. When deemed necessary or appropriate, as with public works projects, the purchasing officer may require a bidding vendor to submit a bid security in any of the following forms:
  - a. Cash;
  - b. A cashier's check made payable to the town;
  - c. A certified check made payable to the town;
  - d. A bidder's bond executed by a surety insurer admitted to do business in California, made payable to the town.
2. Any requirement for bid security must be included in the public notice inviting bids.
3. The security shall be in an amount equal to at least ten (10) percent of the bid amount.
4. A vendor shall forfeit its bid security upon its refusal or failure to perform pursuant to the terms of its contract with the town within twenty (20) days after notice of award of contract or such lesser period specified in the notice inviting bids.

D. Failure to Perform:

1. Upon refusal or failure of the lowest successful bidder to execute or perform the contract pursuant to its terms, the officer or agency of the town authorized to award the contract may award it to the next lowest responsible bidder.
2. If the officer or agency of the town authorized to award the contract awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

E. Bid Opening Procedure:

1. Sealed bids shall be submitted to the office of the town clerk and shall be identified as "Submitted Bid" on the envelope.
2. Bids shall be opened at the time and place stated in the notice inviting bids.
3. A record of all bids submitted to the town shall be subject to public inspection at the office of the town clerk during regular business hours for at least ten (10) calendar days after the bids are opened.

F. Rejection of Bids. The officer or agency of the town authorized to award the contract may reject any and all bids and require the purchasing officer or department head to rebid the purchase.

G. Award of Contracts. The officer or agency of the town authorized by Section 3.12.040 of this code to do so shall award contracts.

H. Tie Bids. If two of more bids are submitted in the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the officer or agency of the town authorized to award the contract may accept either bid.

I. No Bids Received. If no bids are received following compliance with the requirements of this section, the officer or agency of the town authorized to award the contract may procure the requested supplies, equipment, or services without further compliance with this chapter.

J. Performance Bonds:

1. The purchasing officer may require a performance bond in such amount as may be reasonably necessary to ensure performance before entering into any contract.
2. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

### **3.12.090 Sole-source purchasing.**

- A. Prior to submitting a purchase request, the requesting department shall conduct a survey of available sources to determine whether there is only one source capable of competently and efficiently providing the required supplies, equipment or service.
- B. If it is determined that there is only a single source for the purchasing of a particular item or service, the requesting department shall prepare a waiver of bid and submit it to the purchasing officer.
- C. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the town administrator, the contract may be awarded to the sole source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms. All other provisions of this Chapter shall remain applicable."

**Commented [12]:** To address issue brought by council member after prior meeting. Discussed in Att. 5.

### **3.12.100 Reserved.**

### **3.12.110 Emergency purchases.**

- A. The town administrator shall make, or authorize others to make, emergency purchases of supplies, equipment or services during a declared state of emergency for amounts less than or equal to one hundred thousand dollars (\$100,000.00); provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. Purchases for amounts greater than one hundred thousand dollars (\$100,000.00) must be approved by the town council.
- B. When making an emergency purchase, the requesting department shall complete a waiver of bid form and submit it to the purchasing officer.
- C. At the next meeting of the town council following to town administrator making, or authorizing others to make, emergency purchases pursuant to this section, the town administrator shall provide in writing a summary of cause all such purchases to the town council. No further action to ratify or approve such purchases is required of the town council.

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### **3.12.120 Exemptions from bidding procedure.**

- A. Purchases of three thousand dollars (\$3,000.00) or less.
- B. Sole-source purchases in accordance with Section 3.04.090 of this code.
- C. Emergency purchases in accordance with Section 3.04.110 of this code.
- D. Intergovernmental orders by which the town has contracted with another governmental entity to purchase particular supplies, equipment or services on a cooperative basis or

where the town contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and/or services under a competitive process and are able to have the bid prices they received extended to the town.

- E. Purchases of professional services in accordance with Section 3.04.050 of this code.
- F. Purchases of supplies, equipment, or services made with federal grant funds which are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.

**3.12.130 Disposition of surplus personal property.**

- A. Prior to disposal, a list of surplus personal property specifying the item, its actual or estimated purchase price, date of purchase, and estimated market value shall be submitted to the town council for approval as to its "surplus" status. Surplus personal property of the town shall be disposed of on annual or semi-annual basis, in the following manner:
  1. The town administrator may authorize the sale or disposition of surplus personal property which has a market value equal to or less than his or her contracting authority under Section 3.04.040.
  2. The town council may authorize the sale or disposition of surplus personal property which has a market value in excess of the town administrator's contracting authority under Section 3.04.040.
  3. Any surplus personal property within his or her contracting authority may be sold or disposed of by the town administrator as follows:
    - a. Surplus property with an estimated market value of less than one hundred dollars (\$100.00) may be disposed of by the department head, upon written approval of the town administrator, in the manner most advantageous to the town considering the value of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
    - b. Surplus personal property with an estimated market value of more than one hundred dollars (\$100.00) but less than or equal to five thousand dollars (\$5,000.00) per individual item of property may be sold or disposed of by any method the town administrator determines to be most advantageous to the town considering the value and nature of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
    - c. Surplus personal property with an estimated market value of greater than five thousand dollars (\$5,000.00) per individual item of property shall be sold under sealed bid or by public auction. Public auctions may include electronic bidding or auction services.

- d. Disposition of surplus personal property pursuant to this section shall be "as is" without warranty, express or implied, and the buyer shall agree to pay applicable sales or transfer taxes.
- e. Notwithstanding other provisions in this section, surplus personal property may be sold to another public entity for market value or traded for market value equivalent property or services as approved by the town administrator.
- f. Notwithstanding other provisions in this section, surplus personal property of any value may be traded in as consideration toward the acquisition of other personal property upon written approval of the town administrator.
- g. Notwithstanding other provisions in this section, surplus personal property of any value may be transferred to other town departments without consideration as approved by the town administrator.

4. Surplus personal property which the town administrator deems unacceptable for sale to the public may be disposed of in the manner deemed appropriate by the town administrator. Examples of such property include: town-owned animals, law enforcement equipment and property which may pose a hazard to the general public.

B. The town council may, by resolution, authorize the donation of surplus personal property, if the town council finds that such donation serves a public purpose or benefit. All donations pursuant to this section shall be "as is" without warranty, express or implied, and the transferee shall agree to defend, indemnify and hold harmless the town, its officers and employees from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the organization or subsequent transferee.

C. In cases where a sealed bid or public auction is required for the sale of surplus personal property, reasonable notice to prospective bidders of such sale by sealed bid or public auction shall be given, as determined by the purchasing officer, taking into account the circumstances and the item or items to be sold.

D. Any department disposing of surplus personal property shall document the disposition and provide, in writing, to the finance director or his or her designee, who shall keep a record of sales, exchanges or other disposition of any property disposed of pursuant to the provisions of this chapter, at least the following information:

1. A description of the property transferred;
2. The name of the transferee;
3. The date of transfer;
4. The gross receipts, net receipts and/or transaction costs; and
5. A description, including the value of any personal property received in exchange for the property transferred.

E. Such records shall be kept consistent with the town's records retention policy.

### **3.12.140 Uniform Construction Cost Accounting Procedures**

A. Purpose. The purpose of this chapter is to establish regulations for public projects and maintenance work in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (Public Contracts Code section 22000 et seq.). This chapter shall also apply to maintenance work in accordance with Public Contracts Code section 22003.

B. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
- b. "Facility" has the meaning set forth in Public Contract Code section 22002.
- c. "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
- d. "Project" includes public projects and maintenance work, as defined by this chapter.
- e. "Public project" has the meaning set forth in Public Contract Code Section 22002.

C. General provisions.

- a. Whenever any reference is made to any other ordinance or law, such reference shall be deemed to include all future amendments and successor statutes or ordinances thereto.
- b. The dollar limits set forth in this Chapter shall adjust without council action as necessary to comply with amendments to the Act and any procedures adopted by the state controller.
- c. Plans, specifications, and/or working details adopted by the Town for any public project are public records, subject to examination upon request.

D. Contracts for public projects and maintenance work.

- a. Public projects and maintenance work for \$75,000 or less.
  - i. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or less.
  - ii. Public projects and/or maintenance of seventy-five thousand dollars (\$75,000.00) or less to be may be performed by town employees , by negotiated contract, or by purchase order without competitive bidding.
- b. Public projects and maintenance work for \$75,000 or more, but less than or equal to \$220,000.
  - i. Bid specifications shall be prepared and notices inviting bids shall be solicited as set forth in section 3.12.140.E of this chapter.
  - ii. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or more, but less than or equal to two hundred twenty thousand dollars (\$220,000).
  - iii. If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the town council may adopt a resolution by a four-fifths (4/5)

vote to award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if the town council determines the cost estimate of the project prepared by the town was reasonable. Where town council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.

**Commented [14]:** As discussed in Att. 5, issue raised by council member after last meeting.

- c. Public projects and maintenance work for more than \$220,000.
  - i. Public project and maintenance work of more than two hundred twenty thousand dollars (\$220,000) shall be approved by the Town Council.
  - ii. The town council shall adopt plans, specifications, and working details for all public projects up to two hundred twenty thousand dollars (\$220,000).
  - iii. Public projects and/or maintenance work of more than two hundred twenty thousand dollars (\$220,000.00) shall require competitive written bidding. A notice inviting bids shall be published and sent in compliance with the provisions of Public Contract Code section 22037. In addition, bid plans and working details shall be adopted by the town council for all public projects exceeding two hundred twenty thousand dollars (\$220,000.00).

E. Informal bidding procedures.

Public projects and maintenance of \$220,000 or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- a. Contractors list. The town shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- b. Notice inviting informal bids.
  - i. Circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
    - 1. Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
    - 2. Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or their designee.
  - ii. Proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - iii. Mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
  - iv. Contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

- c. Rejection of bids; bid irregularities. The town administrator may, in their sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- d. Award of contract. The town administrator is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the town attorney. Such contracts shall be awarded to the lowest responsible bidder.
- e. Tie bids; no bids received. If two or more bids are the same and the lowest, the town administrator may accept the one he or she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by town employees, by force account or negotiated contract without further complying with this section.
- f. Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the town administrator may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- g. Performance bonds. The town administrator may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or their designee finds reasonably necessary to protect the best interests of the town. If the town requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Attachment 43

**[DRAFT] ORDINANCE NO. \_\_**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE  
TOWN OF FORT JONES, CALIFORNIA ADDING CHAPTER  
3.12 "PURCHASING" TO THE FORT JONES MUNICIPAL  
CODE; AND FINDING THE ORDINANCE NOT SUBJECT TO  
CEQA**

WHEREAS, Government Code section 54201 et seq., authorizes the Town Council to adopt policies and procedures governing Town purchases of supplies and equipment by ordinance;

WHEREAS, amendments to Title 3 "Revenue and Finance" of the Fort Jones Municipal Code are necessary to remain in compliance with updated federal procurement requirements and address consistency with financial policies;

WHEREAS, the Town Council finds it necessary and desirable to add Chapter 3.12 (Purchasing) to Title 3 (Revenue and Finance) of the Fort Jones Municipal Code

WHEREAS, the Town Council has by Resolution \_\_\_\_ adopted on March 10, 2025, elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act, ("Act"), (Public Contract Code ("PCC") § 22000 et seq.);

WHEREAS, Public Contract Code Section §22034 requires that public agencies who elect to be subject to the Act adopt an ordinance establishing informal bidding procedures for public projects and sets forth the requirements of said informal bidding ordinance;

WHEREAS, this Ordinance is an urgency ordinance pursuant to Government Code Section 36934 and 36937;

WHEREAS, the Town Council finds and determines that due to the state of certain public works improvements, the length of time to make repairs to such improvements, and the duration to amend the purchasing ordinance to address changes required by the code, the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36934 and take effect immediately upon adoption. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared; and

WHEREAS, the Town Administrator recommends this Ordinance to meet the requirements of said informal bidding procedures.

NOW, THEREFORE, the Town Council of the Town of Fort Jones does ordain as follows:

**SECTION 1. RECITALS:** The foregoing recitals are true and correct and incorporated into the findings herein.

**SECTION 2: CODE ADOPTION:** Chapter 3.12 (Purchasing) of Title 3 (Revenue and Finance) of the Fort Jones Municipal Code is hereby added as set forth in **Exhibit "A"** attached to this Ordinance and incorporated herein by reference.

**SECTION 3. CEQA:** The Ordinance is not a Project within the meaning of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, section 15000, et seq.) section 15061(b)(3). This Ordinance involves updates and revisions to existing regulations. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant effect on the environment.

**SECTION 4. SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional, and, to that end, the provisions hereof are hereby declared to be severable.

**SECTION 5. SUMMARY:** Upon request of the Town Administrator or Town Clerk, the Town Attorney may prepare a summary of this Ordinance for the purposes of publication.

**SECTION 6. EFFECTIVE DATE:** This Ordinance shall take effect and be enforced immediately from and after the date of its adoption by the Town Council and shall be posted and published in accordance with the California Government Code.

**SECTION 7. CERTIFICATION:** The Town Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. This Ordinance, or a summary thereof, shall be published and/or posted in compliance with the requirements of Government Code section 36933.

I HEREBY CERTIFY the foregoing Ordinance was introduced for first reading at a regular meeting of the Town Council of the Town of Fort Jones held on the 19 day of February 2025, and thereafter adopted at a regular meeting of said Council held on the 10 day of March 2025, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

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Madeliene DeAndreis  
Mayor, Town of Fort Jones

ATTEST:

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Jessie Monday  
Town Clerk, Town of Fort Jones

## EXHIBIT A

### **Sections:**

- 3.124.010 Purpose.
- 3.12.020 Definitions.
- 3.12.030 Powers and duties.
- 3.12.040 Purchasing guidelines.
- 3.12.050 Purchase agreements.
- 3.12.060 Award of contracts to businesses located in the town.
- 3.12.070 Informal bid procedure.
- 3.12.080 Formal bid procedure.
- 3.12.090 Sole-source purchasing.
- 3.12.100 Sole-source purchases from businesses within the town.
- 3.12.110 Emergency purchases.
- 3.12.120 Exemptions from bidding procedure.
- 3.12.130 Disposition of surplus personal property.
- 3.12.140 Uniform Construction Cost Accounting Procedures

### **3.12.010 Purpose.**

- A. This chapter is adopted pursuant to Government Code section 54201 et seq. to provide guidance and direction regarding the procurement of supplies, equipment, and services; to ensure that the town and its departments will receive high quality goods and services at minimum cost to the taxpayer; to exercise positive financial control over purchases; to clearly define the authority for all purchases; and to limit the administrative demands imposed by the purchasing system to those reasonably necessary to achieve the other objectives of that system.
- B. The policies and procedures contained in this chapter are not intended to conflict with Public Contracts Code section 20160 et seq., Public Contracts Code section 22030 et seq., or any other applicable law governing the solicitation of bids and award of contracts for public works projects requiring the expenditure of five thousand dollars (\$5,000.00) or more.

### **3.12.020 Definitions.**

Unless otherwise indicated, the following definitions shall apply to this chapter.

“Town administrator” means the town administrator of the town of Fort Jones or his or her designee.

“Town clerk” means the town clerk of the town of Fort Jones, or such other officer to whom the duties and responsibilities of the town treasurer have been transferred, or his or her designee.

“Department head” means a person designated by the town administrator and/or the town council to be responsible for the management of a department of the town or his or her designee.

“Emergency” means an emergency as defined by Section 2.16.020 of this code.

“Equipment” means items that are durable, have a fixed life expectancy and are shown in the town’s books as fixed assets.

“General services” means all services other than professional services and services pursuant to a public works contract excluded from this chapter by Section 3.12.010(B).

“Local business” means an individual, business, partnership or corporation that meets all of the following: (1) maintains a place of business located within the town of Fort Jones; (2) has a current town of Fort Jones business license; (3) reports to the state sales tax returns for goods purchased at its business located within the boundaries of the town of Fort Jones which regularly maintains a place of business and an inventory of merchandise for sale within the sphere of influence of the town; (4) has any necessary licenses, certificates, bonds and insurances; and (5) is in good financial and legal standing with the Town.

“Market value” means the value estimated by the purchasing officer at which the surplus personal property would sell if offered at auction or other open competitive bid sale.

“Professional services” means those services governed by Government Code section 4525 et seq., including architectural, landscape architectural, engineering, environmental, and land surveying services.

“Professional service agreement” means a written contract for professional services entered into as provided in this chapter.

“Purchase” means the renting, leasing, purchasing, licensing or trade of supplies or equipment or the hiring of private contractors.

“Purchasing officer” means the town administrator or his or her designee.

“Purchase order” means a form approved by the purchasing officer for the purchase of supplies, material, and/or equipment, but not professional services.

“Supplies” means office supplies, janitorial supplies, material, goods, tools, or other commodities used in the general conduct of the town’s business that do not constitute equipment.

“Surplus personal property” means any personal property or equipment owned by the town of Fort Jones which the purchasing officer determines, subject to approval of the town administrator or the town council as required by Section 3.12.130, is no longer needed or used for town purposes or which has become obsolete, worn out or past its useful life.

### **3.12.030 Powers and duties.**

A. Department heads:

1. Shall have the power to:

- a. Negotiate and recommend to the town council contracts for the purchase of supplies, equipment, and/or services on behalf of their respective departments.
- b. Approve purchase orders and professional service agreements for the benefit of their respective departments for amounts up to five hundred dollars (\$500) without consent and approval of the town administrator if such amount is allowed under the existing budget, and up to five thousand dollars (\$5,000.00), with consent and approval by the town administrator.
- c. Execute contracts for the purchase of supplies, equipment and/or services for the benefit of their respective departments in accordance with the policies and procedures prescribed by this chapter.
- d. Increase the time for performance or the not-to-exceed amounts prescribed by professional service agreements for which they are responsible by up to ten (10) percent of the original agreement amount if they reasonably conclude that doing so will result in cost and/or time savings to the town.

2. Are under the duty to:

- a. Identify the type and quantity of supplies, equipment, and/or services required to fulfill the responsibilities of their respective departments.
- b. Engage in an informal bidding process under section 3.12.070 of this chapter for items expected to cost more than five thousand dollars (\$5,000.00) and less than or equal to fifty thousand dollars (\$50,000.00), or a formal bidding process under section 3.12.080 of this chapter for items expected to cost more than fifty thousand dollars (\$50,000.00).

It is not permissible to split or separate purchases into smaller amounts to evade the requirements of this chapter.
- c. Maintain records of all submitted bids for the procurement of supplies, equipment, and/or services as required by the town's approved document-retention schedule.
- d. Determine whether the required items or services are budgeted or the town council has otherwise authorized their purchase.
- e. Secure necessary authorization prior to the commencement of work or delivery of supplies and equipment by preparing a purchase order or professional service agreement and ensuring that it is approved as prescribed by this chapter.

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- f. Supervise the inspection of supplies or equipment purchased to ensure that the items conform to the quality expectations of the town.
- g. Monitor the work of contractors to ensure adherence to the terms and conditions of professional service agreements.
- h. Provide coded and approved invoices to the finance department for payment in a timely fashion.

B. The purchasing officer:

- 1. Shall have the power to:
  - a. Negotiate contracts for the purchase of supplies, equipment, and/or services on behalf of the town.
  - b. Approve purchase orders and professional service agreements on behalf of the town in amounts up to twenty-five thousand dollars (\$25,000.00).
  - c. Execute contracts for the purchase of supplies, equipment and/or services on behalf of the town in accordance with this chapter.
- 2. Is under the duty to:
  - a. Enforce this chapter.
  - b. Recommend the transfer or exchange of surplus supplies and equipment between departments as needed, and recommend the sale of all supplies and equipment which have become obsolete, useless, or otherwise unsuitable for use by the town.

C. The town administrator:

- 1. Shall have the power to:
  - a. Approve purchase orders and professional service agreements on behalf of the town for amounts up to twenty-five thousand dollars (\$25,000.00), or up to one hundred thousand dollars (\$100,000.00) during a state of emergency declared pursuant to Chapter 2.16 of this code.
  - b. Perform any or all the duties of a department head or the purchasing officer.
- 2. Is under the duty to:
  - a. Ensure that the process for purchasing supplies, equipment, and services meets the needs of the community and the town.
  - b. Recommend to the town council revisions and amendments to this chapter to achieve its purposes.

D. The finance director shall have the power to:

1. Review and process payment to vendors after receiving properly coded and approved invoices.
2. Prepare the warrant/check register and submit to the town clerk for vendor payment issuance.
3. Delay processing payments to vendors if an agreement is void or if insufficient budgetary appropriation is available. Purchase orders and professional service agreements are void if any of the following is true:
  - a. The term of the agreement has expired;
  - b. The not-to-exceed amount specified by the agreement has been exceeded; or,
  - c. The services performed are other than specified in the agreement.

E. The town clerk shall have the power to issue payment to vendors after receiving an approved warrant/check register from the finance director.

### **3.12.040 Purchasing guidelines.**

A. Purchases of supplies, equipment, or services for amounts equal to five hundred dollars (\$500) do not require a bidding process and may be approved by a department head if such amount is allowed under the existing budget without approval of the town administrator, and to five thousand dollars (\$5,000.00) or less do not require a bidding process and may be approved by a department head, with consent and approval by the town administrator. Purchases in this range do not require a purchase order or a professional service agreement unless otherwise required by the vendor.

B. Purchases of supplies, equipment, or services for amounts greater than five thousand dollars (\$5,000.00) but less than or equal to twenty-five thousand dollars (\$25,000.00) are subject to the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by a department head and by the purchasing officer or town administrator.

C. Purchases of supplies, equipment, or services for amounts greater than twenty-five thousand dollars (\$25,000.00) but less than or equal to fifty thousand dollars (\$50,000.00) must meet the requirements of the informal bidding process set forth in Section 3.12.070. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and town council.

D. Purchases of supplies, equipment, or services for amounts greater than fifty thousand dollars (\$50,000.00) must meet the requirements of the formal bidding process set forth in

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Section 3.12.080. Purchases in this range require that a purchase order or a professional service agreement be prepared and approved by the department head, the town administrator, and council.

- E. During a declared state of emergency, purchases of supplies, equipment, or services for any amount do not require a bidding process. Purchases less than or equal to one hundred thousand dollars (\$100,000.00) require the approval of the town administrator. Purchases greater than one hundred thousand dollars (\$100,000.00) require the approval of the town council.
- F. Purchases of supplies, equipment, or services made with federal grant funds are exempt from the purchasing guidelines established by this Chapter 3.12 and are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.
- G. All purchase agreements over \$5,000 shall be reviewed by the town attorney. For all purchase agreements and contracts over \$500, the Town Attorney shall approve as to form.”
- H. Unless otherwise provided herein, award of purchases shall be made by the town council in open session of a council meeting.
- H.I. Competitive bidding for public works contracts for public projects over \$5,000 as required for general law cities under Public Contract Code §20162 is not affected by this ordinance..

Purchase Order and Professional Service Agreement Requirement Matrix

Contract Amount	Purchase Order	Professional Services Agreement	Bidding Process	Authorization Required
<u>\$500.00 or less</u>	<u>Not required</u>	<u>Not required</u>	<u>None</u>	<u>Department head only, if allowed under existing budget</u>
<u>\$501.00 to 5,000.00 or less</u>	Not required	Not required	None	Department head only, with approval and consent of town administrator
<u>\$5,000.01– \$25,000.00</u>	Required	Required	Informal	Department head and either (i) purchasing officer or (ii) town administrator
<u>\$25,000.01– \$50,000.00</u>	Required	Required	Informal	Department head, town administrator, and town council

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\$50,000.01 or more	Required	Required	Formal	Department head, town administrator, and town council
Any amount during a declared state of emergency	Not required	Not required	None	Town administrator (up to \$100,000.00) or town council (above \$100,000.00)

NOTE: The above matrix is intended to summarize the requirements of this chapter and not to change them. If the matrix contradicts the text of this chapter in any respect, the language of the chapter will prevail.

### **3.12.050 Purchase agreements.**

#### A. Professional service agreement (PSA):

1. Professional service agreements are used to purchase professional services as defined in Section 3.12.020.
2. All purchases of professional services over five thousand dollars (\$5,000.00) require the completion of a PSA on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard professional service agreement must be approved by the purchasing officer or the town administrator.
3. The town shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general and needs to comply with either the informal or formal bid procedures set forth in Sections 3.12.070 or 3.12.080 respectively if the value of the agreement exceeds five thousand dollars (\$5,000.00). The town should also consider the cost of the professional service, and in the event that a vendor is selected that does not offer the lowest price, a rationale must be provided to and approved by the town administrator prior to final selection being made.
4. Authority to approve a professional service agreement shall be as specified in Section 3.12.040.
5. Authority to modify a professional service agreement shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the agreement, including any proposed increase in the not-to-exceed value.

#### B. Purchase order (PO):

1. Purchase orders are used to purchase supplies, material, and/or equipment having a cost greater than five thousand dollars (\$5,000.00). They are not to be used to secure professional services.
2. Authority to approve a purchase order shall be as specified in Section 3.12.040.

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3. Authority to modify a purchase order shall be as specified in Section 3.12.040 based on the total not-to-exceed value of the purchase order, including any proposed increase in the not-to-exceed value.
4. All procurement using a PO require the completion of a purchase order on the town's standard form, except during times of a declared state of emergency. Deviations from the town's standard purchase order must be approved by the purchasing officer or the town administrator.

**3.12.060 Award of contracts to businesses located in the town.**

- A. In establishing a preference to local businesses in the award of contracts for supplies, equipment or services under this chapter, the town council finds that local businesses are disadvantaged in comparison to business located outside the town, particularly due to longer commutes for the delivery of goods and services and the high gas prices which increase the cost of goods and services delivered to and from the town limits. The town council also finds that awarding contracts to local businesses results in financial advantages to the town.
- B. Town personnel are directed to use their best efforts to purchase supplies, equipment, and services from local businesses whenever possible and consistent with the terms of this policy.
- C. All informal and formal bids are to be evaluated with a five percent (5%) preference for local businesses. A bid or proposal received from a local business will be tabulated as if it were five percent (5%) lower than the figure actually set forth in the bid or proposal. The local business must claim the local business preference to be considered.
- D. To qualify as a local business, the business shall submit with its bid or proposal, or have on file with the town clerk, an affidavit that demonstrates its eligibility as a local business, including but not limited to the following: the business has a facility with an address within the town and the business will attribute any sales tax from sales to the town of Fort Jones.

**3.12.070 Informal bid procedure.**

When the informal bid procedure is required, purchases shall be made in compliance with the following:

- A. The town shall specifically identify the goods and/or services it wishes to purchase and determine the estimated cost of the good and/or service from at least three different providers whenever possible.
- B. Informal bids received must be documented in writing and retained by the department head as required by the approved document retention schedule.

C. Unless otherwise provided by any existing law, rule, regulation, or policy, the purchase of supplies, equipment and non-professional services shall be awarded to the provider with the lowest responsive estimated cost.

**3.12.080 Formal bid procedure.**

When the formal bid procedure is required, purchases shall be made following compliance with the following:

- A. Notice Inviting Bids. Notices inviting sealed bids shall include: 1) a general description of the articles and/or services to be purchased, 2) where bid forms and specifications may be obtained, 3) the date, time and place for the bidders' conference, if any, and for the submission of sealed bids, and 4) any other information which the department head conducting the procurement deems useful.
- B. Published Notice. Notice inviting bids shall be published at least once in a newspaper of general circulation published in the town at least five days before the date of opening of the bids, or if there is no such newspaper, posted in at least three public places in the town designated by the town clerk for posting public notices at least five days before the date of opening of the bids.
- C. Bidder's Security:
  1. When deemed necessary or appropriate, as with public works projects, the purchasing officer may require a bidding vendor to submit a bid security in any of the following forms:
    - a. Cash;
    - b. A cashier's check made payable to the town;
    - c. A certified check made payable to the town;
    - d. A bidder's bond executed by a surety insurer admitted to do business in California, made payable to the town.
  2. Any requirement for bid security must be included in the public notice inviting bids.
  3. The security shall be in an amount equal to at least ten (10) percent of the bid amount.
  4. A vendor shall forfeit its bid security upon its refusal or failure to perform pursuant to the terms of its contract with the town within twenty (20) days after notice of award of contract or such lesser period specified in the notice inviting bids.
- D. Failure to Perform:

1. Upon refusal or failure of the lowest successful bidder to execute or perform the contract pursuant to its terms, the officer or agency of the town authorized to award the contract may award it to the next lowest responsible bidder.
2. If the officer or agency of the town authorized to award the contract awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

E. Bid Opening Procedure:

1. Sealed bids shall be submitted to the office of the town clerk and shall be identified as "Submitted Bid" on the envelope.
2. Bids shall be opened at the time and place stated in the notice inviting bids.
3. A record of all bids submitted to the town shall be subject to public inspection at the office of the town clerk during regular business hours for at least ten (10) calendar days after the bids are opened.

F. Rejection of Bids. The officer or agency of the town authorized to award the contract may reject any and all bids and require the purchasing officer or department head to rebid the purchase.

G. Award of Contracts. The officer or agency of the town authorized by Section 3.12.040 of this code to do so shall award contracts.

H. Tie Bids. If two of more bids are submitted in the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the officer or agency of the town authorized to award the contract may accept either bid.

I. No Bids Received. If no bids are received following compliance with the requirements of this section, the officer or agency of the town authorized to award the contract may procure the requested supplies, equipment, or services without further compliance with this chapter.

J. Performance Bonds:

1. The purchasing officer may require a performance bond in such amount as may be reasonably necessary to ensure performance before entering into any contract.
2. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

### **3.12.090 Sole-source purchasing.**

- A. Prior to submitting a purchase request, the requesting department shall conduct a survey of available sources to determine whether there is only one source capable of competently and efficiently providing the required supplies, equipment or service.
- B. If it is determined that there is only a single source for the purchasing of a particular item or service, the requesting department shall prepare a waiver of bid and submit it to the purchasing officer.
- C. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the town administrator, the contract may be awarded to the sole source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms. All other provisions of [this] Chapter shall remain applicable."

**Commented [12]:** To address issued brought by council member after prior meeting. Discussed in Att. 5.

### **3.12.100 Reserved.**

### **3.12.110 Emergency purchases.**

- A. The town administrator shall make, or authorize others to make, emergency purchases of supplies, equipment or services during a declared state of emergency for amounts less than or equal to one hundred thousand dollars (\$100,000.00); provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. Purchases for amounts greater than one hundred thousand dollars (\$100,000.00) must be approved by the town council.
- B. When making an emergency purchase, the requesting department shall complete a waiver of bid form and submit it to the purchasing officer.
- C. At the next meeting of the town council following to town administrator making, or authorizing others to make, emergency purchases pursuant to this section, the town administrator shall provide in writing a summary of cause all such purchases to the town council. No further action to ratify or approve such purchases is required of the town council.

**Commented [13]:** As discussed in Att. 5, issue raised by council member after expenditure of funds under emergency declaration.

### **3.12.120 Exemptions from bidding procedure.**

- A. Purchases of three thousand dollars (\$3,000.00) or less.
- B. Sole-source purchases in accordance with Section 3.04.090 of this code.
- C. Emergency purchases in accordance with Section 3.04.110 of this code.
- D. Intergovernmental orders by which the town has contracted with another governmental entity to purchase particular supplies, equipment or services on a cooperative basis or

where the town contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and/or services under a competitive process and are able to have the bid prices they received extended to the town.

- E. Purchases of professional services in accordance with Section 3.04.050 of this code.
- F. Purchases of supplies, equipment, or services made with federal grant funds which are governed by a separate policy adopted by resolution of the town council, as may be amended from time to time.

**3.12.130 Disposition of surplus personal property.**

- A. Prior to disposal, a list of surplus personal property specifying the item, its actual or estimated purchase price, date of purchase, and estimated market value shall be submitted to the town council for approval as to its "surplus" status. Surplus personal property of the town shall be disposed of on annual or semi-annual basis, in the following manner:
  1. The town administrator may authorize the sale or disposition of surplus personal property which has a market value equal to or less than his or her contracting authority under Section 3.04.040.
  2. The town council may authorize the sale or disposition of surplus personal property which has a market value in excess of the town administrator's contracting authority under Section 3.04.040.
  3. Any surplus personal property within his or her contracting authority may be sold or disposed of by the town administrator as follows:
    - a. Surplus property with an estimated market value of less than one hundred dollars (\$100.00) may be disposed of by the department head, upon written approval of the town administrator, in the manner most advantageous to the town considering the value of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
    - b. Surplus personal property with an estimated market value of more than one hundred dollars (\$100.00) but less than or equal to five thousand dollars (\$5,000.00) per individual item of property may be sold or disposed of by any method the town administrator determines to be most advantageous to the town considering the value and nature of the property and the cost of sale, including, but not limited to, sale by salvage, recycling or disposal.
    - c. Surplus personal property with an estimated market value of greater than five thousand dollars (\$5,000.00) per individual item of property shall be sold under sealed bid or by public auction. Public auctions may include electronic bidding or auction services.

- d. Disposition of surplus personal property pursuant to this section shall be "as is" without warranty, express or implied, and the buyer shall agree to pay applicable sales or transfer taxes.
- e. Notwithstanding other provisions in this section, surplus personal property may be sold to another public entity for market value or traded for market value equivalent property or services as approved by the town administrator.
- f. Notwithstanding other provisions in this section, surplus personal property of any value may be traded in as consideration toward the acquisition of other personal property upon written approval of the town administrator.
- g. Notwithstanding other provisions in this section, surplus personal property of any value may be transferred to other town departments without consideration as approved by the town administrator.

4. Surplus personal property which the town administrator deems unacceptable for sale to the public may be disposed of in the manner deemed appropriate by the town administrator. Examples of such property include: town-owned animals, law enforcement equipment and property which may pose a hazard to the general public.

B. The town council may, by resolution, authorize the donation of surplus personal property, if the town council finds that such donation serves a public purpose or benefit. All donations pursuant to this section shall be "as is" without warranty, express or implied, and the transferee shall agree to defend, indemnify and hold harmless the town, its officers and employees from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the organization or subsequent transferee.

C. In cases where a sealed bid or public auction is required for the sale of surplus personal property, reasonable notice to prospective bidders of such sale by sealed bid or public auction shall be given, as determined by the purchasing officer, taking into account the circumstances and the item or items to be sold.

D. Any department disposing of surplus personal property shall document the disposition and provide, in writing, to the finance director or his or her designee, who shall keep a record of sales, exchanges or other disposition of any property disposed of pursuant to the provisions of this chapter, at least the following information:

1. A description of the property transferred;
2. The name of the transferee;
3. The date of transfer;
4. The gross receipts, net receipts and/or transaction costs; and
5. A description, including the value of any personal property received in exchange for the property transferred.

E. Such records shall be kept consistent with the town's records retention policy.

### **3.12.140 Uniform Construction Cost Accounting Procedures**

A. Purpose. The purpose of this chapter is to establish regulations for public projects and maintenance work in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (Public Contracts Code section 22000 et seq.). This chapter shall also apply to maintenance work in accordance with Public Contracts Code section 22003.

B. Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
- b. "Facility" has the meaning set forth in Public Contract Code section 22002.
- c. "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
- d. "Project" includes public projects and maintenance work, as defined by this chapter.
- e. "Public project" has the meaning set forth in Public Contract Code Section 22002.

C. General provisions.

- a. Whenever any reference is made to any other ordinance or law, such reference shall be deemed to include all future amendments and successor statutes or ordinances thereto.
- b. The dollar limits set forth in this Chapter shall adjust without council action as necessary to comply with amendments to the Act and any procedures adopted by the state controller.
- c. Plans, specifications, and/or working details adopted by the Town for any public project are public records, subject to examination upon request.

D. Contracts for public projects and maintenance work.

- a. Public projects and maintenance work for \$75,000 or less.
  - i. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or less.
  - ii. Public projects and/or maintenance of seventy-five thousand dollars (\$75,000.00) or less to be may be performed by town employees , by negotiated contract, or by purchase order without competitive bidding.
- b. Public projects and maintenance work for \$75,000 or more, but less than or equal to \$220,000.
  - i. Bid specifications shall be prepared and notices inviting bids shall be solicited as set forth in section 3.12.140.E of this chapter.
  - ii. The town administrator is authorized to award a contract for public projects and/or maintenance work if the lowest bid received is seventy-five thousand dollars (\$75,000.00) or more, but less than or equal to two hundred twenty thousand dollars (\$220,000).
  - iii. If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the town council may adopt a resolution by a four-fifths (4/5)

vote to award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if the town council determines the cost estimate of the project prepared by the town was reasonable. Where town council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.

**Commented [14]:** As discussed in Att. 5, issue raised by council member after last meeting.

- c. Public projects and maintenance work for more than \$220,000.
  - i. Public project and maintenance work of more than two hundred twenty thousand dollars (\$220,000) shall be approved by the Town Council.
  - ii. The town council shall adopt plans, specifications, and working details for all public projects up to two hundred twenty thousand dollars (\$220,000).
  - iii. Public projects and/or maintenance work of more than two hundred twenty thousand dollars (\$220,000.00) shall require competitive written bidding. A notice inviting bids shall be published and sent in compliance with the provisions of Public Contract Code section 22037. In addition, bid plans and working details shall be adopted by the town council for all public projects exceeding two hundred twenty thousand dollars (\$220,000.00).

E. Informal bidding procedures.

Public projects and maintenance of \$220,000 or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

- a. Contractors list. The town shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
- b. Notice inviting informal bids.
  - i. Circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
    - 1. Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
    - 2. Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or their designee.
  - ii. Proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - iii. Mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
  - iv. Contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

- c. Rejection of bids; bid irregularities. The town administrator may, in their sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
- d. Award of contract. The town administrator is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the town attorney. Such contracts shall be awarded to the lowest responsible bidder.
- e. Tie bids; no bids received. If two or more bids are the same and the lowest, the town administrator may accept the one he or she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by town employees, by force account or negotiated contract without further complying with this section.
- f. Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the town administrator may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
- g. Performance bonds. The town administrator may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or their designee finds reasonably necessary to protect the best interests of the town. If the town requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

## Attachment 5

### Questions and Comments Regarding Proposed Chapter 3.12

**1. Does the ordinance apply to all purchases?**

Yes. But for certain public works projects, provisions under the CUPCCA can be used.

**2. Can we establish that a purchase below \$500.00 does not need to be approved by the City Administrator as long as it is within budget, and a receipt is provided to the purchasing officer?**

Yes. That would mean amending 3.12.030.A.1.b to read as follows:

“A. Department Heads:

“1. Shall have the power to:

...

“b. Approve purchase orders and professional service agreements for the benefit of their respective departments for amounts up to five hundred dollars (\$500) without consent and approval of the town administrator if such amount is allowed under the existing budget, and up to five thousand dollars (\$5,000.00) with consent and approval by the town administrator.”

That would mean also amending 3.12.040 to read as follows:

“A. Purchases of supplies, equipment, or services for amounts equal to five hundred dollars (\$500) do not require a bidding process and may be approved by a department head if such amount is allowed under the existing budge without approval of the town administrator, and five thousand dollars (\$5,000.00) or less do not require a bidding process and may be approved by a department head, with consent and approval by the town administrator. Purchases in this range do not require a purchase order or a professional service agreement unless otherwise required by the vendor.”

This would also require amending the chart in 3.12.040 to include the following lines:

Contract Amount	Purchase Order	Professional Services Agreement	Bidding Process	Authorization Required
<u>\$500.00 or less</u>	<u>Not Required</u>	<u>Not Required</u>	<u>None</u>	<u>Department Head only if allowed under existing budget</u>
<u>\$500.01 to \$5,000.00</u> <u>\$3,000.00</u>	Not Required	Not Required	None	Department Head with approval and consent of town administrator
<u>\$3,000.01</u> <u>5,000.01–</u> <u>\$25,000.00</u>	Required	Required	Informal	Department head and either (i) purchasing officer or (ii) town administrator

These changes are reflected in Attachments 3 and 4.

**3. Does the total amount expended after the 10% increase addressed in section 3.12.030.A.1.d have to be under the \$5,000?**

Yes. The intent is that minor contracts can have a 10% increase in the original contract amount by a minor contract amendment over the original total amount a Department head could expend. This means that the 10% increase for cost saving amendments would need to be within the \$5,000 cap. If an increase were necessary, that contract amendment would then need to be approved by the purchasing officer or town administrator as it now is within the next approval level. It would not require a change to informal bidding however.

If council wants to increase that to allow for 10% over the \$5,000 cap, that section -- without coming to council or the Town Administrator, section 3.12.030.A.1.d could be amended to read as follows:

“A. Department Heads:

"1. Shall have the power to:

...d. Increase the time for performance or the not-to-exceed amounts prescribed by professional service agreements for which they are responsible by up to ten (10) percent of the original agreement amount if they reasonably conclude that doing so will result in cost and/or time savings to the town. Such increase amount may exceed the amount specified in section 3.12.0303.A.1.b above.

This change is not reflected in any of the Attachments.

4. **Is the 10% contract increase applicable to contracts in 3.12.050.A and B?**  
No. There is no provision for an increase to the contract on a percentage basis for contracts across the board on a percentage basis. However, it would not prevent an increase in the total contract amount to be accomplished through a change order or contract amendment with that contractor/vendor. Under such situation, if the increase raised the total contract amount above the various thresholds (e.g., \$5,000/\$25,000/\$50,000) then the contract would not be effective until approval came from that next highest authority.
5. **Is a contract using the 10% increase in 3.12.030.A.1.d void under 3.12.030.D.3.b which identifies purchase order over the amount of the contract as void?**  
Yes, to the extent that the agreement amount has been exceeded and not otherwise amended. If a contact has been properly amended under 3.12.030A.1.d, it would be valid only up to \$5,000. Under 3.12.030.D.3.b the purchasing officer is instructed to withhold payment unless and until the contract is valid. Purchase orders could only be issued for contracts under \$5,000 total value. To issue purchase orders above such amount, the next level of contact approval authority would need to be given (i.e., Town administrator or Town Council).
6. **Can we change the threshold for agreements to be reviewed by the Town Attorney?**  
Yes. The provision in 3.12.040.G can be amended to be any dollar amount. It can be changed to, "All informal bidding process purchasing agreements shall be reviewed by the town attorney". However, this might be misunderstood to preclude formal bidding agreements. If the desire is to have more review by the Town Attorney, it is recommended that it be written

as follows: "For all purchase agreements and contracts over \$500, the Town Attorney shall approve as to form."

These changes are reflected in Attachments 3 and 4. The provision in Attachments 1 and 2 have been changed to reflect the increase in purchase agreements above the \$5,000 level.

7. **Please explain the justification for the local preference provision at 3.12.060. If a local business is closer to the town then the cost for them is going to be less than someone is coming from out of town because of drivetime, hauling material and equipment, etc. so why would we have the locals have a 5% preference?**

This provision assumes that the costs that would be disadvantageous to businesses in town are due to the longer travel distance for supplies and suppliers outside of town *to the businesses in town* as compared to businesses located elsewhere which would have shorter distances to their supplier. An example would be the added distance and therefore cost for a contractor in Fort Jones to get to a supplier in Yreka, as compared to a contractor in Montague to get to that same supplier in Yreka.

The interpretations favoring local business provisions do not focus on the length of time a contractor has been established in town. Rather, the focus for qualifying as a local business is whether taxes will be paid by the business to the town. Other methods for establishing a local business preference, such as minimum amount of time established prior to or after award of contract, would be susceptible to legal challenge.

8. **What is the document retention schedule?**

The Town Clerk and the Town Attorney will work on revising the Town Retention Schedule.

9. **What is a waiver of bid form?**

The Town Attorney will work on developing a form document for waiver of bid referenced in 3.12.090 regarding justification for sole source purchasing.

10. **What is intent with a sole source regarding following purchasing guidelines?**

The intent under 3.12.090 is that only the competitive bidding requirements (i.e., multiple bidders) is waived. All other provisions of the purchasing guidelines remain.

No language currently exists in attachments 1 or 2.

Additional language to clarify this issue is added to Attachments 3 and 4, as follows:

"C. If it is determined that there is only a single source for the purchasing of a particular item or service, upon review and approval of the request by the purchasing officer and the town administrator, the contract may be awarded to the sole source vendor without competition. In this case, the purchasing officer or authorized designee shall conduct negotiations, as appropriate, as to price, delivery, and terms. All other provisions of this Chapter shall remain applicable."

**11. How is the Council made aware of emergency purchases?**

No provision currently exists in attachments 1 or 2 to require notification to council during a declared emergency. Additional language to clarify this issue is added to Attachments 3 and 4, and could be added to 1 and 2 if , as follows:

"C. At the next meeting of the town council following to town administrator making. or authorizing others to make, emergency purchases pursuant to this section, the town administrator shall provide in writing a summary of cause all such purchases to the town council. No further action to ratify or approve such purchases is required of the town council."

**12. Does the sale of a fire truck to another agency qualify as surplus personal property under 3.12.130 3e?**

Yes. Sale of any personal property owned by the town to any other public agency only needs to be declared surplus and would not have to go through the sale or public auction provisions in 3.12.130.A.3.a-c. The equipment would still need to be approved by the town council to declare it as surplus by status under 3.12.130.A.

**13. Should the statement "estimate of the town" in 3.12.140.D.b.iii be "estimate of the project"?**

That distinction is not legally necessary. The context of the “estimate of the town” refers to the estimate prepared by the town. While not necessary, it has been changed in Attachments 3 and 4, as follows:

“iii. If all bids received are in excess of two hundred twenty thousand dollars (\$220,000), the town council may adopt a resolution by a four-fifths (4/5) vote to award the contract at two hundred thirty-five thousand dollars (\$235,000) or less to the lowest responsible bidder, if the town council determines the cost estimate of the project prepared by the town was reasonable. Where town council does not adopt a resolution in accordance with the provisions of this subsection, the project shall be rebid.”

**Attachment 6**

**[DRAFT] RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF TOWN COUNCIL OF THE TOWN OF FORT JONES  
ELECTING TO ADOPT THE UNIFORM PUBLIC CONSTRUCTION COST  
ACCOUNTING ACT (CUPCCA) PROCEDURES**

WHEREAS, prior to the passage of Public Contract Code Sections 22000 to 22045, known as the California Uniform Public Construction Cost Accounting Act (CUPCCA) ("the Act"), existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and,

WHEREAS, the Act establishes such a uniform cost accounting standard; and,

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Town Council of the Town of Fort Jones has determined that adoption of the resolution to be of public benefit from the raised force account limit and the informal bidding procedures, as more projects are completed in a timely manner because of the streamlined awards process and the reduction in paperwork related to advertising and report filing.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Fort Jones, Siskiyou County, California, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Finance Director notify the State Controller forthwith of this election.

PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Fort Jones in a meeting thereof held on March \_\_, 2025, by the following:

**VOTE**

Ayes:

Nays:

Absent:

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

Madeleine DeAndreis  
Mayor, Town of Fort Jones

**ATTEST**

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

Jessie Monday  
Town Clerk, Town of Fort Jones



The Town of Fort Jones (City Hall)  
11960 East Street  
Fort Jones, California 96032

## **The Town of Fort Jones Proposed Agenda Item for March 10<sup>th</sup> 2025 Regular Meeting**

### **Subject**

SHN proposal to FJ for various engineering services

### **Type of Action**

Approval of SHN's proposal to the Town.

### **Summary of the Issue(s)**

The Town in the past contracted with SHN to do the necessary engineering tasks needed to upgrade our wastewater treatment plant. These services were paid for by the Town's WWTF planning grant. This planning grant pays for engineering a new upgraded treatment plant.

Recently the Town was awarded an amendment to the WWTF grant to be able to complete the 100% designs and specifications of the facility. This amendment is attached for your review. This amendment will pay for SHN's services to the Town.

Also attached is SHN's proposal, which has been viewed by the Towns engineer and deemed a reasonable fee for the associated costs.

### **Recommendation**

The Town Administrator recommends that we move quickly to review and approve SHN's proposal to complete the designs and specifications for the WWTF grant.

### **Fiscal Analysis (as appropriate)**

Grant funded

## **Service Agreement**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Town of Fort Jones subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of licensed engineers and geologists. The work under this contract will be under the direction of Anders Rasmussen (CA PE #C58184, located at SHN Consulting Engineers & Geologists, Inc., 803 Main Street, Suite 401, Klamath Falls, Oregon, 97601. SHN may assign another appropriately licensed person to direct such work by providing reasonable notice of such to CLIENT.

### **1. Project**

- A. By joining in this Agreement, CLIENT retains SHN to provide consulting services for Wastewater Treatment Facility CEQA Update and Design Project and subsequently referred to as "Project."
- B.  CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement.  
 CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Agreement by both CLIENT and SHN. CLIENT's request to begin work prior to execution of this Agreement constitutes CLIENT's acceptance of this Agreement and all of its provisions with respect to work performed both prior to and after execution of this Agreement unless such work was performed pursuant to separate written agreement or as otherwise expressly set forth to the contrary herein.

### **2. Scope of Services**

- A. By this Agreement, the scope of SHN's services is limited to:
  - (i) See Exhibit A
- B. SHN will not be responsible for any services not specifically listed under 2(A) above, including but not limited to:
  - (i) See Exhibit A
- C. Except as expressly provided for in Sections 3(C) and 5(B) hereof, there will be no addition or deletion to the scope of services, schedule for performance, or the fees charged for such services without the written consent of both parties. Such written consent addressing the scope of services, schedule for performance, and fees charged for such services shall be required prior to any additional work being provided except as otherwise provided for in Sections 3(C) and 5(B) hereof.

### **3. Work Schedule**

- A. SHN will perform the services described in the scope of services, in conformance with the following schedule:
  - (i) See Exhibit A
- B. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN that may give rise to schedule extensions include, but are not limited to inclement weather, unanticipated Project conditions,



delays in obtaining necessary third party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to make appropriate modifications to the schedule described in Section 3(A) above. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.

C. In the event there is a change to the scope of services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the scope of services.

#### **4. General Conditions**

The following general conditions are incorporated into and made part of this Agreement:

A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.

B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.

D. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.

E. In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies were to occur in connection with the Scope of Services provided hereunder, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination. CLIENT further agrees to compensate SHN for any time spent or expenses



incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

F. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.

G. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations applicable to the scope of services.

H. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

I. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.

J. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.

K. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.

L. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
 

- (i) the modifications or misuse by CLIENT or third parties of such electronic data;
- (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
- (iii) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others, for generation of record drawings, or for any other project by SHN.

M. Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.

N. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein. SHN may use third parties it engages to perform the services provided hereunder, and SHN may assign the right to collect any amounts due for work performed pursuant to this Agreement to third parties, without the consent of CLIENT having first been obtained.

O. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.



- P. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.
- Q. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- R. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- S. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within Humboldt County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above-described mediation process. This Agreement shall be governed by the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Humboldt County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Humboldt County, California. SHN and CLIENT waive any right to a trial by jury.
- T. To the fullest extent permitted by law, the total liability, in the aggregate, of SHN and its agents and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or relating to the Project shall not exceed the total compensation received by SHN. CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by SHN.
- U. To the extent damages are covered by insurance of CLIENT, CLIENT waives all rights against the contractors, consultants, agents, and employees of SHN for damages, except such rights as CLIENT may have to the proceeds of such insurance. CLIENT shall require its contractors, subcontractors, consultants, subconsultants, agents, and such parties' employees to execute similar waivers in a form and substance that is acceptable to SHN, in its reasonable discretion. SHN may further require any insurer capable of providing coverage described herein to expressly waive subrogation of claims against SHN, but



failure of any such insurer to expressly waive subrogation shall in no way create a right of subrogation inconsistent with the terms hereof.

- V. SHN and CLIENT waive all consequential damages and any similar damages in tort, including, but not limited to damages for loss of use, profits, revenue, business opportunity, or production for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract or the negligent act, or omission of SHN or its employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.
- W. SHN shall be afforded reasonable extensions of time with respect to its duty to perform the Scope of Services provided for herein during the period of any force majeure event. Force majeure events shall include but are not limited to strikes; labor troubles; lockouts; inclement weather, including but not limited to extreme heat, hail, snow, freezing temperatures, excessive rain, and excessive wind; drought; floods; blocked road access; acts of God; inability to secure necessary materials; mandated or advised shutdowns due to pandemic or other related conditions; earthquakes; mudslides or earthflows; tsunamis, seiches, utility disturbances; acts of war, terrorism, vandalism, and fire. In addition to the foregoing, CLIENT shall be responsible for any additional costs incurred by SHN in the performance of the Scope of Services provided for herein as a result of any force majeure event.
- X. Unless noted otherwise in Section 5 of this Agreement, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to prevailing wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.
- Y. This Agreement shall be terminated as follows:
  - (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
  - (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

## 5. Fee

- A. SHN will be compensated for these services on a time and expenses basis. Fees are estimated as six hundred seventy thousand dollars (\$670,000) with cost breakdown by task shown in Exhibit A.
  - Fees include Prevailing Wage Rates.
  - Fees DO NOT include Prevailing Wage Rates.
- B. If Project requirements indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. In the event a change to the scope of services is agreed to in writing as provided for herein, but the parties fail



to agree in writing to a revised method or figure for fees concerning the changed scope of services, the fees for the changed scope of services shall be determined on the basis of time and expense in accordance with SHN's current schedule of fees.

C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due fifteen (15) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion and will be applied to the final invoice.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

Address: 350 Hartnell Ave, Suite B  
Redding, CA 96002

**CLIENT: Town of Fort Jones**

Address: PO Box 40 (mailing)  
11960 East Street  
Fort Jones, CA 96032

By: Bruce Grove

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

Title: Regional Principal

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

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

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

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

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

License #: N/A



**Town of Fort Jones  
Wastewater Planning Project  
CEQA Update and Final Design**

**Scope of Work**

For  
Town of Fort Jones, California

By  
SHN Consulting Engineers & Geologists, Inc.

## **Project Understanding**

The Town of Fort Jones has received additional wastewater funding from the State Water Resources Control Board (SWRCB), Division of Financial Assistance (DFA), under Amendment No. 3 to its Wastewater Planning Grant, SWRCB Agreement No. D1604006. The funding is to perform updated special CEQA studies, prepare a CEQA Addendum, prepare a Report of Waste Discharge, conduct a geotechnical study, and develop final design of the preferred alternative described in the 2018 Wastewater Facilities Plan and the 2022 Wastewater Facilities Plan Addendum by SHN Consulting Engineers & Geologists, Inc., (SHN) along with associated tasks as described in this Scope of Work below. The preferred alternative includes an upgraded wastewater treatment facility (WWTF) located at the current WWTF location. A proposed schedule and line-item fee estimates are provided in subsequent sections.

The key schedule driver is that all work must be completed by July 31, 2026, to meet a final disbursement request to DFA deadline of August 31, 2026.

## **Scope of Work**

### **Task 100 CEQA Environmental Documentation**

#### **Description**

Compliance with the California Environmental Quality Act (CEQA) was completed under the original planning grant. However, changes to the preferred alternative requested by the North Coast Regional Water Quality Control Board (NCRWQCB) and time lapse since the previous field studies have required updated field studies and a CEQA addendum to be prepared. This task will specifically cover (1) updated cultural and biological studies, (2) preparing and submitting an addendum to the previously submitted Initial Study—Mitigated Negative Declaration (IS-MND), and (3) updating federal cross cutters, if needed.

#### **Assumptions**

- There are no changes to the previously used Area of Potential Effect (APE).
- Changes to the project description are minor.

#### **Deliverables**

- Updated IS-MND

- Updated cultural and biological studies
- Updated federal cross cutters, if needed
- Updated associated environmental documentation

## Task 200 Report of Waste Discharge (ROWD)

### Description

A Report of Waste Discharge (ROWD) needs to be submitted because the upgraded WWTF will have an upgraded treatment process. SHN will prepare a ROWD submittal while coordinating with the NCRWQCB to verify required content.

### Assumptions

- SHN will address up to one round of comments from the NCRWQCB.

### Deliverables

- Draft and Final Report of Waste Discharge

## Task 300 Geotechnical Investigation

### Description

SHN will perform a geotechnical investigation. The purpose of the investigation will be to determine whether suitable soils are present on site for pond embankment as well as related geotechnical recommendations for the embankment construction. SHN will prepare a soils report sealed by a California licensed Professional Geotechnical or Civil Engineer.

### Assumptions

- Town will provide excavation equipment to dig test pits.

### Deliverables

- Geotechnical Study

## Task 400 Final Design

### Description

SHN will prepare final design plans, specifications, and construction estimate. Supplemental topographic survey as needed for the design will be completed under this task. Submittals will be provided at the 30%, 60%, 90%, and 100% levels. Note that only the 60% and 100% plan sets need to be provided to DFA to meet funding requirements. The design will follow from the preferred alternative as described in the 2018 Wastewater Facilities Plan and the 2022 Wastewater Facilities Plan Addendum by SHN. Technical specifications will be based on the 50-division format from the Construction Specifications Institute (CSI). SHN will prepare 90% complete front end bidding and contract documents based on the EJCDC standard documents. The front end documents will be completed once construction funding is obtained and just prior to the bidding process.

### Assumptions

- SHN will subcontract for electrical and instrumentation and controls (I&C) design to Richard Sample Engineering.
- In-person meetings with City staff with each submittal.

### Deliverables

- 30% plans and construction estimate

- 60% plans, specification table of contents, and updated construction estimate
- 90% plans, specifications, updated construction estimate and bidding/contract front-end documents
- 100% sealed plans, specifications, and updated construction estimate.
- Note that only the 60% and 100% plans and specifications are required to be submitted to DFA.

## Task 500 Project Management

### Description

This task covers various project management efforts, including the following:

- Project management and administration
- Assistance with grant management, including preparation of quarterly reports and forms 260/261 that are required by DFA for reimbursement requests
- Coordination of various project team meetings
- Assistance with Construction Funding Application
- In-person visits with Town staff
- Attendance at Council meetings as requested

### Deliverables

- Project meeting agendas and notes, as appropriate
- Monthly invoices and descriptions of work
- Quarterly reports with Forms 260/261
- Draft Construction Funding Application forms

### Schedule

SHN anticipates performing these tasks according to the schedule shown in Table 1. This schedule will be reviewed and may be adjusted after Notice to Proceed and discussion with DFA. The key date is to complete all work before July 31, 2026, to allow for final reimbursement by the Town to DFA by August 31, 2026.

**Table 1 Proposed Schedule  
City of Fort Jones Wastewater Planning Grant (DFA Amendment 3)**

DFA Task Description	SHN Task Description	SHN Task Number	Estimated Completion Date
CEQA Environmental Documentation	CEQA Environmental Documentation	100	January 31, 2026
Report of Waste Discharge	Report of Waste Discharge	200	September 30, 2025
Final Design	Geotechnical Investigation	300	May 31, 2025
	Final Design	400	30%: June 30, 2025 60%: October 31, 2025 90%: February 28, 2026 100%: May 31, 2026
Project Administration	Project Management	500	July 31, 2026

## Fee

SHN proposes to perform the tasks on a time and material basis for a not-to-exceed amount of **\$670,000**. Estimated fee breakdown by task is presented in Table 2 below and are based on the grant funding breakdown. Only those tasks related to this contract addendum are presented. SHN reserves the right to adjust budget amounts within individual line items while keeping the total unchanged.

**Table 2 Proposed Fee  
City of Fort Jones Wastewater Planning Grant (DFA Amendment 3)**

DFA Task Description	SHN Task Description	SHN Task Number	SHN Fee
CEQA Environmental Documentation	CEQA Environmental Documentation	100	\$80,000
Report of Waste Discharge	Report of Waste Discharge	200	\$25,000
Final Design	Geotechnical Investigation	300	\$40,000
	Final Design	400	\$490,000
Project Administration	Project Management	500	\$35,000
		<b>Total</b>	<b>\$670,000</b>

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## State Water Resources Control Board

September 26, 2024

Town of Fort Jones  
Attn: Cherie Stephen, Town Administrator  
11960 East Street  
Fort Jones, CA 96032

Agreement Number: SWRCB00000000000D1604006

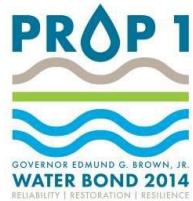
Please review, and if appropriate, electronically sign the signature page of the Amendment via Adobe Sign. Once electronically signed, the Amendment will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Amendment via Adobe Sign once the final signer has signed. This Amendment cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

**PLEASE NOTE: VERY IMPORTANT TO SUCCESSFUL GRANT COMPLETION**

*Project funding may be jeopardized by not responding to this letter in a timely manner. If you cannot comply with the ten (10) day turnaround, you must notify us by e-mail immediately with the reason for the delay and an approximate date when you will be able to comply. Your immediate attention and compliance with the request(s) in this letter is greatly appreciated.*

If you have any questions, please contact Taylor Stevens at [Taylor.Stevens@waterboards.ca.gov](mailto:Taylor.Stevens@waterboards.ca.gov) or (916) 323-4720.

**E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR**



## PROPOSITION 1 SMALL COMMUNITY WASTEWATER

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TOWN OF FORT JONES  
AND  
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



### PLANNING GRANT

#### FORT JONES WASTEWATER SYSTEM STUDY

PROJECT NO. C-06-8192-110  
AGREEMENT NO. SWRCB0000000000D1604006

AMOUNT: \$535,649 \$1,205,649

AMENDMENT NO. 23

ELIGIBLE START DATE: SEPTEMBER 20, 2015  
WORK COMPLETION DATE: ~~DECEMBER 31, 2022~~ APRIL 30, 2026  
FINAL DISBURSEMENT REQUEST DATE: ~~MARCH 31, 2023~~ AUGUST 31, 2026  
RECORDS RETENTION END DATE: ~~DECEMBER 31, 2058~~ APRIL 30, 2062

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This Agreement executed by the State Water Board on November 30, 2016, and subsequently amended on May 1, 2020 and August 17, 2022, is hereby amended and restated to amend to revise the cover page, the body of the agreement and Exhibits A and B and D (deletions shown as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

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WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
  - Proposition 1 Small Community Wastewater - Section 79723 of the Water Code (Prop 1)
  - SCG – Chapter 6.5 of Division 7 of the California Water Code (State Act)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with the State Act and Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Planning described in Exhibit A of this Agreement and the State Water Board has selected the application for funding.
4. The State Water Board proposes to assist in funding the costs of the Planning, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to the the State Act and Prop 1;

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Planning Grant, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the authorizing resolution that designates the authorized representative by title.

"CWSRF" means the Clean Water State Revolving Fund.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Planning Funds may be disbursed.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the SRF and Prop 1.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which Planning Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date, no further Planning Funds disbursements may be requested.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or resources for the Planning.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Planning (i.e., costs that are not directly related to the Planning).

"Material Event" means any event that, as determined by the Division, might cause the State Water Board to violate the terms and conditions of its agreements with U.S. EPA or its bond covenants, including any of the following: (a) revenue shortfalls; (b) unscheduled draws on the Reserve fund, if any, or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse findings by the Regional Water Quality Control Board; (e) litigation related to the Revenues, the System, or the Planning, whether pending or anticipated; (f) any false warranty or representation made by the Recipient relevant to this Agreement; (g) loss, theft, damage, or impairment to the Revenues or the System; (h) dissolution or cessation of operations by Recipient, termination of Recipient's existence, insolvency of Recipient, or filing of a voluntary or involuntary bankruptcy petition by or on behalf of Recipient; (i) any event set forth in section 6 of this Agreement.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Project Manager.

"Planning" means the Planning as described in Exhibit A and in the documents incorporated by reference.

"Planning Completion" means, as determined by the Division, that the Planning is complete to the reasonable satisfaction of the Division and is the last date on which Planning Costs may be incurred. Work occurring after Planning Completion is not eligible for reimbursement under this Agreement.

"Planning Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Planning under GAAP.

"Planning Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of the Agreement. The Project Manager is set forth in Section 2 of this agreement.

“Recipient” means Town of Fort Jones.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Revenues” means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient’s behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

“SRF” means the Clean Water State Revolving Fund.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

“System” means all wastewater collection, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, and all properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Planning Completion.

“Work Completion Date” means the date set forth in Exhibit A that is the last date on which all work or submittals in Exhibit A-5 must be achieved.

“Year” means calendar year unless otherwise expressly indicated.

## 2. Party Contacts.

The Party Contacts during the term of this Agreement are:

State Water Board	Recipient
Section:	
Name: Gurleen Bhatia, Project Manager	Name: <u>Karl Drexel</u> <b><u>Cherie Stephen, Town Administration</u></b>
Address: 1001 I St, 16 <sup>th</sup> Floor	Address: 11960 East Street
City, State, Zip: Sacramento, CA 95814	City, State, Zip: Fort Jones, CA 96032
Phone: (916) 341-5641	Phone: (530) 468-2281
Email: gurleen.bhatia@waterboards.ca.gov	Email: <u>karl@kdmanagement.us</u> <b><u>cstephen@fortjonesca.com</u></b>

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated.

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

EXHIBIT E – FEDERAL TERMS AND CONDITIONS

Additionally, the following documents are incorporated by reference:

(a) The Recipient's Plan of Study dated June 14, 2016.

4. Recipient Representations and Commitments.

The Recipient represents, warrants, and commits to the following as of today and continuing hereafter for the term of the Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or

administrative agency which affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Planning.

- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) Good Standing. The Recipient is currently in compliance with the state requirements set forth in Exhibit C and the federal requirements set forth in Exhibit E. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous state audit disallowances.

## 5. Planning Completion.

The Recipient shall expeditiously proceed with and complete the Planning in accordance with this Agreement.

## 6. Notice.

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
  - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient;
  - (2) Actions taken pursuant to state law in anticipation of filing for bankruptcy;
  - (3) Other Material Events;
- (b) The Recipient shall notify the Division within 10 working days of the following:
  - (1) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;
  - (2) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (c) The Recipient shall notify the Division promptly of the following:
  - (1) Any proposed change in scope of the Planning. Most changes will require an amendment to this Agreement;
  - (2) Cessation of work on the Planning where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
- (4) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Quality Control Board staff may observe and document such activities;
- (5) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division; or
- (6) Work Completion, and Planning Completion.

**7. No Obligation of the State; State Budget Act Contingency.**

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Recipient or to furnish any other considerations under this Agreement and Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

**8. Rates, Fees and Charges.**

The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

**9. This Agreement may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.**

Town of Fort Jones  
Agreement No.: SWRCB00000000000D1604006  
Project No.: C-06-8192-110  
Amendment No. 23

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto.

**TOWN OF FORT JONES**

By: \_\_\_\_\_  
Name: Cherie Stephen  
Title: Town Administrator

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

**STATE WATER RESOURCES CONTROL BOARD:**

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

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

EXHIBIT A – SCOPE OF WORK

A-1. Completion Dates.

The Work Completion Date is established as ~~December 31, 2022~~ **April 30, 2026**. The Planning Completion date is established as December 31, 2022. The Recipient shall deliver any request for extension of the Work Completion date no less than 90 days prior to the Work Completion date. The Division will not unreasonably deny such a timely request, but the Division may deny requests received after this time.

A-2. Purpose.

This grant is for the benefit of the Recipient. The planning funded by this agreement is related to the possible construction/implementation project known as the Fort Jones Wastewater System Study. The Recipient's receipt of funding under this Agreement is not a commitment to and does not obligate the State Water Board to provide funding for any eventual construction/implementation project.

#### EXHIBIT A – SCOPE OF WORK

##### A-3. Scope of Work.

The Recipient agrees to do the following:

- Income Study – Development of an income study will provide a clear picture of the current income levels of the Town's population. It is believed that the large percentage of fixed-income retirees, low-income, unemployed and underemployed resident's incomes are under reported and may be masked by regional (Scott Valley) businesses that provide significant sales tax revenues or have large number of transient employees during the work day, but do not live in town.
- Sanitary Sewer Evaluation Study (SSES)
  - Kick off workshop agenda and meeting summary;
  - Draft Field Inspection Report, four (4) copies and one (1) PDF;
  - Attendance at Community / Board Workshop to review Draft Inspection Report;
  - Final Field Inspection Report, four (4) copies and one (1) PDF;
  - Draft SSES Report, four (4) copies and one (1) PDF;
  - Attendance at Community / Board Workshop to review Draft SSES Report;
  - Final SSES Report, four (4) copies and one (1) PDF.
- Facilities Plan Report
  - Kick off workshop agenda and meeting summary;
  - Draft Facility Plan Report, four (4) copies and one (1) PDF;
  - Attendance at Community / Board Workshop to review Draft Report;
  - Final Facility Plan Report, four (4) copies and one (1) PDF.
- Lands and Right of Way Acquisition Negotiations - Negotiations with landowners and coordination with the Town's attorney to draft land use requirements to be reflected in any potential purchase or lease agreements, as well as performing the necessary land surveying and recording of easements.
- Rate Study – Will be developed to determine the appropriate sewer rates that should be charged to provide repayment of financial debts incurred by the City for the development of the new

#### EXHIBIT A – SCOPE OF WORK

facility, funding of operational and maintenance costs for ongoing sewer facility operations, and capital fund savings to pay for unanticipated costs or major replacements in the future.

- Environmental Documentation
  - Preparation of the Draft Initial Study – Mitigated Negative Declaration (IS-MND) and one meeting with the Town of Fort Jones to discuss the results of the documentation. Anticipated special studies include special status botanical, special status animal, wetlands, and cultural & historic resources;
  - Preparation of the Draft IS-MND and up to 20 copies of the document and related appendices for distribution to the State Clearinghouse and the Town of Fort Jones for public review. A full document PDF will be provided to the Town for their use;
  - Preparation of the Notice of Completion form and distribution of the IS-MND to the State Clearinghouse;
  - Consolidation and review of comments to the IS-MND and development of a Response to Comment document;
  - Preparation of the final MMRP, six (6) copies and a PDF of the document;
  - Notice of Completion form and coordination with the Town staff to file the document with the Siskiyou County Clerk and a copy of the NOC filed with the State Clearinghouse;
  - Meeting attendance at three (3) Town Council meetings
  - **Prepare IS-MND Addendum with updated biological and cultural studies.**
- Report of Waste Discharge - Completed Report of Waste Discharge for submission to the North Coast Regional Water Quality Control Board, four (4) copies and one (1) PDF;
  - **Develop final design supporting documentation.**
- **Final Design**
  - **Perform Geotechnical Study;**
  - **Prepare 60% and 100% Final Plans and Specifications (P&S); and**
  - **Prepare Opinion of Probable Construction Cost (OPCC)**
- Additional Permit Applications (if applicable)
  - Army Corps of Engineers (COE) Section 404
  - North Coast Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
  - California Department of Fish and Wildlife (CDFW) Section 1602
- Construction Application / Audited Financials - Providing project updates to the State Water Resources Control Board (SWRCB), assuring deliverables meet the needs of the SWRCB,

#### EXHIBIT A – SCOPE OF WORK

providing copies of deliverables to the SWRCB, and coordination with the SWRCB to obtain Facilities Plan Approval. In addition, fiscal audits will need to be conducted for at least the latest three fiscal years prior to submission of the construction application. The Town of Fort Jones will have to pay for all financial audits thereafter.

- Project Administration - Preparation of regular reimbursement requests to the SWRCB, progress reporting, project closeout, and providing information to the consultant team completing the project.

#### A-4. Disclosure.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### A-5. Reporting.

- (a) Status Reports. The Recipient agrees to expeditiously provide progress reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B and no less frequently than quarterly, starting with execution of this Agreement. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) As Needed Information or Reports. The Recipient agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

#### A-6. Planning Schedule

The dates in the “Estimated Due Date” column of this Schedule may be adjusted as necessary during the Disbursement Period with Project Manager approval. However, all work or submittals must be achieved with relevant submittals approved by the Division, and the final invoice submitted, prior to the Final Disbursement Request Date set forth in Exhibit B.

EXHIBIT A – SCOPE OF WORK

DESCRIPTION OF WORK OR SUBMITTAL	DRAFT DUE DATE	FINAL DUE DATE FOR SUBMITTAL
EXHIBIT A – SCOPE OF WORK		
Eligible Start Date	N/A	September 20, 2015
Income Survey	Completed	Completed
Sanitary Sewer Evaluation Study	Completed	Completed
Facilities Plan Report	Completed	June 30, 2022 <b>Completed</b>
Lands and Right of Way Acquisition Negotiations	Completed	June 30, 2022 <b>December 31, 2024</b>
Rate Study	Completed	Completed
Environmental Impact Report	N/A	June 30, 2022 <b>December 31, 2024</b>
Report of Waste Discharge	N/A	August 31, 2022 <b>March 30, 2025</b>
Additional Permit Applications	N/A	August 31, 2022 <b>March 30, 2025</b>
Construction Application	N/A	October 31, 2022 <b>March 30, 2025</b>
Audited Financials <sup>1</sup>	N/A	October 31, 2022 <b>Completed</b>
<b>Final Design</b>		
• <u>Geotechnical Report</u>	<u>N/A</u>	<u>October 31, 2024</u>
• <u>60% P&amp;S</u>	<u>N/A</u>	<u>December 31, 2024</u>
• <u>100% P&amp;S</u>	<u>N/A</u>	<u>March 30, 2025</u>

<sup>1</sup> The planning project will fund the audited financials for the latest three fiscal years.

EXHIBIT B – FUNDING PROVISIONS

Disbursement requests and Status Reports	Quarterly	Quarterly
Final Disbursement Request	N/A	March 31, 2023 <u>August 31, 2026</u>

#### EXHIBIT B – FUNDING PROVISIONS

##### B-1. Planning Funding.

Subject to the terms of this Agreement, the State Water Board agrees to provide Planning Funds as a grant in the amount of up to ~~five hundred thirty-five thousand six hundred forty-nine (\$535,649.00)~~one million two hundred five thousand six hundred forty-nine (\$1,205,649).

##### B-2. Estimated Reasonable Planning Cost.

The estimated reasonable cost of the total Planning is ~~five hundred thirty-five thousand six hundred forty-nine (\$535,649.00)~~one million two hundred five thousand six hundred forty-nine (\$1,205,649).

##### B-3. Funding Dates.

- (a) The term of this agreement is from the Start Date on the cover page of this Agreement to the End Date of ~~December 31, 2058~~December 31, 2062.
- (b) The Eligible Start Date is September 20, 2015. Otherwise, eligible costs incurred prior to this date will not be reimbursed.
- (c) The Final Disbursement Request Date is ~~March 31, 2023~~August 31, 2026. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored, and remaining amounts will be deobligated.

##### B-5. Funding Conditions and Exclusions.

- (a) This Agreement reflects Planning funding only. If the Recipient desires construction funding, the Recipient must complete the planning process, apply for construction funding, and execute a construction funding agreement. Costs associated with the construction phase of the possible eventual construction project are not eligible for reimbursement under this Agreement.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. Final Planning documents shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.
- (d) Planning Funds may not be used for any Indirect Costs. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Planning that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

EXHIBIT B – FUNDING PROVISIONS

B-6. Budget Summary

TYPE OF WORK	PLANNING FUNDS (GRANT)	TOTAL COSTS
Rate Study	\$42,469	\$42,469
Sanitary Sewer Evaluation Study	\$60,480	\$60,480
Facilities Plan Report	\$208,500	\$208,500
Income Survey	\$20,500	\$20,000 <u>\$20,500</u>
CEQA Environmental Documentation	\$60,000 <u>\$140,000</u>	\$60,000 <u>\$140,000</u>
Report of Waste Discharge	\$2,000 <u>\$27,000</u>	\$2,000 <u>\$27,000</u>
Additional Permit Applications	\$7,500	\$7,500
Land and Right of Way Acquisition	\$11,200	\$11,200
Construction Application/Audited Financials <sup>2</sup>	\$86,000	\$86,000
<b>Final Design</b>		
• <u>Geotechnical Report</u>	<u>\$40,000</u>	<u>\$40,000</u>
• <u>60% P&amp;S</u>	<u>\$294,000</u>	<u>\$294,000</u>
• <u>100% P&amp;S</u>	<u>\$196,000</u>	<u>\$196,000</u>
Project Administration	\$37,000 <u>\$72,000</u>	\$37,000 <u>\$72,000</u>
<b>TOTAL</b>	<b>\$535,649 \$1,205,649</b>	<b>\$535,649 \$1,205,649</b>

<sup>2</sup>The planning project will fund the audited financial for the latest three fiscal years.

B-7. Budget Flexibility.

Funds may be shifted between line items as approved by the Project Manager. The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient.

- (a) Planning Costs. The Recipient agrees to pay any and all costs connected with the Planning including, without limitation, any and all Planning Costs. If the Planning Funds are not sufficient to pay the Planning Costs in full, the Recipient shall nonetheless complete the Planning and pay that portion of the Planning Costs in excess of available Planning Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (b) Additional Payments. The Recipient shall also pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, consultants,

## EXHIBIT B – FUNDING PROVISIONS

contractors, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

**B-9. Disbursement of Planning Funds; Availability of Planning Funds.**

- (a) The State Water Board's obligation to disburse Planning Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the State government to appropriate funds necessary for disbursement of Planning Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Planning Funds will be made as follows:
  - (1) Upon execution and delivery of this Agreement, the Recipient may request disbursement for eligible Planning Costs as specified in this Exhibit from the Planning Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
  - (2) Requests must be complete and executed by the Recipient. Planning Costs incurred prior to the Eligible Start Date of this Agreement will not be funded. The Recipient must submit a disbursement request for costs incurred prior to the date the Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
  - (3) Additional Planning Funds must be requested monthly and will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due. Late disbursement requests may not be honored.
  - (4) The Recipient agrees that it will not request disbursement for any Planning Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each disbursement request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days

#### EXHIBIT B – FUNDING PROVISIONS

worked times the hourly or daily rate = total amount claimed). Disbursement of Planning Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed disbursement request.

- (5) The Recipient will not seek reimbursement of any Planning Costs that have been reimbursed from other funding sources.
- (6) Recipient shall spend Planning Funds within 30 days of receipt. Any interest earned on Planning Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Planning Funds to contractors or vendors within thirty (30) days from receipt of the funds, the Recipient shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Recipient held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
- (7) Recipient shall request its final disbursement no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (8) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (9) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (10) The Recipient agrees that it shall not be entitled to interest earned on undisbursed planning funds.
- (11) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Division.
- (12) The Recipient must include a certified original of the authorizing resolution designating the Authorized Representative by title with the first disbursement request, and any other documents or requests required or allowed under this Agreement.

#### B-10. Withholding of Disbursements and Material Violations.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Planning Funds until Planning Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Planning Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

#### EXHIBIT B – FUNDING PROVISIONS

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Planning Completion.
- (c) For the purposes of this Agreement, the terms “material violation” or “threat of material violation” include, but are not limited to:
  - (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
  - (2) Passage of such an initiative or referendum;
  - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
  - (1) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

#### B-11. Remaining Balance.

In the event the Recipient does not request all of the funds encumbered under this Agreement, any remaining funds revert to the State.

#### B-12. Fraud and Misuse of Public Funds.

All requests for disbursement submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Planning Funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

## EXHIBIT C – STANDARD TERMS AND CONDITIONS

### C-1. Accounting and Auditing Standards.

The Recipient must maintain Planning accounts according to GAAP. The Recipient shall maintain GAAP-compliant Planning accounts, including GAAP requirements relating to the reporting of infrastructure assets.

### C-2. Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

### C-3. Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part.

### C-4. Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Planning, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

### C-5. [Reserved.]

### C-6. Claims.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

### C-7. Competitive Bidding

Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If Recipient is a private entity, any construction contracts related in any way to the Planning shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

##### C-8. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-31 of this Agreement.
- (d) Comply with and require its contractors and subcontractors to comply with the list of federal laws (cross-cutters) attached as Exhibit E.

##### C-9. Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance, and shall remain compliant through Planning Completion, with applicable state and federal conflict of interest laws, including but not limited to laws related to conflict of interest laws related to contracting and procurement.

##### C-10. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Planning Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

##### C-11. Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

#### C-12. Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Planning funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto, including but not limited to Section 210(a)-(d). (Pub. L. 98-502.)

#### C-13. Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### C-14. Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

#### C-15. Indemnification and State Reviews.

The parties agree that review or approval of Planning documents by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to engage in proper planning. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Planning or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Planning or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

**C-16. Independent Actor.**

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

**C-17. Integration.**

This Agreement is the complete and final Agreement between the parties.

**C-18. Non-Discrimination Clause.**

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**C-19. No Third Party Rights.**

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

**C-20. [Reserved.]**

**C-21. Other Assistance.**

If additional funding for Planning Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall notify the Division. The Recipient may retain such funding up to an

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

amount which equals the Recipient's local share of Planning Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount funded under this Agreement, shall be remitted to the State Water Board.

**C-22. Permits, Contracting, Disqualification.**

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at [http://www.waterboards.ca.gov/water\\_issues/programs/ustcf/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml).

**C-23. Public Records.**

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Planning records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

**C-24. Prevailing Wages.**

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the Davis-Bacon provisions of Exhibit E.

**C-25. Professionals.**

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

**C-26. Public Funding.**

This Planning is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

**C-27. Recipient's Responsibility for Work.**

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Planning. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

**C-28. Records.**

Without limitation of the requirement to maintain Planning accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Planning which shall adequately document all significant actions relative to the Planning;
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Planning, including all assistance funds received under this Agreement;
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Planning, specifically including any income attributable to assistance funds disbursed under this Agreement;
- (d) Establish an accounting system which will accurately depict final total costs of the Planning, including both direct and indirect costs. Indirect Costs are not eligible for funding under this Agreement;
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- (f) If Force Account is used by the Recipient for the Planning, accounts will be established which reasonably document all employee hours charged to the Planning and the associated tasks performed by each employee.
- (g) Maintain separate books, records and other material relative to the Planning.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Planning for a minimum of thirty-six (36) years after Planning Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

##### C-29. Related Litigation.

A Recipient is prohibited from using funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Planning or any eventual construction project is the subject of litigation, the Recipient agrees to complete the Planning funded by the Agreement or to repay all Planning Funds plus interest to the State Water Board.

##### C-30. Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

##### C-31. State Cross-Cutter Compliance.

Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) State Water Board's Drought Emergency Water Conservation regulations. Title 23, article 22.5 of the California Code of Regulations. The Recipient will include a discussion of its implementation in Status Reports submitted pursuant to this Agreement.
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA and potentially other environmental review requirements, including the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (c) Water Code section 5103, subdivision (e)(2)(A). If Recipient is a water diverter, Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.
- (d) Labor Code sections 1725.5 and 1771.1. To bid for public works contracts, Recipient acknowledges that Recipient and Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Water Code sections 526 and 527. If Recipient is an urban water supplier as defined by Water Code, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (f) Urban Water Management Planning Act (Water Code, § 10610 et seq.). If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.

## EXHIBIT C – STANDARD TERMS AND CONDITIONS

- (g) Urban Water Demand Management Water Code section 10608.56. If Recipient is an “urban water supplier” as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7.
- (h) Delta Plan Consistency Findings. Water Code section 85225 and California Code of Regulations, title 23, section 5002. If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Planning.
- (i) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 *et seq.*)
- (j) Charter City Project Labor Requirements. Labor Code section 1782 and Public Contract Code section 2503:

### (1) Prevailing Wage

Where Recipient is a charter city or a joint powers authority that includes a charter city, Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code’s prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

### (2) Labor Agreements

Where Recipient is a charter city or a joint powers authority that includes a charter city, Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city’s authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

## C-32. State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Planning, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

## C-33. Termination; Immediate Acceleration; Interest.

- (a) This Agreement may be terminated at any time prior to the End Date set forth on the cover and in Exhibit B, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient

#### EXHIBIT C – STANDARD TERMS AND CONDITIONS

and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.

- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Planning Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.
- (c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in the Prohibition Statement below or that has an employee who is determined by USEPA to have violated an applicable prohibition in the Prohibition Statement below that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that any funds disbursed under this Agreement may become immediately due and payable and that penalties up to the amount of the federal capitalization grant may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

##### C-34. Timeliness.

Time is of the essence in this Agreement.

##### C-35. Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

##### C-36. Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

##### C-37. Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

## EXHIBIT D — SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

Financial Special Conditions as follows:

- The Recipient shall establish rates and charges sufficient to generate net revenues in amounts necessary to cover the Operations and Maintenance costs.
- Recipient shall, prior to executing this agreement, adopt a resolution designating an authorized representative by title with authority to execute this Agreement and any amendments or changes thereto, and represent the Recipient in carrying out the Recipient's responsibilities under the Agreement, including certifying disbursement requests and compliance with applicable state and federal law. The resolution must be in a form acceptable to the Division.

### D.1 RUSSIAN SANCTIONS

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

**EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS**

The Recipient agrees to comply with the following federal conditions:

**A. Federal Award Conditions**

1. American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
2. Wage Rate Requirements (Davis-Bacon). The Recipient shall include in full the language provided in Section E of this Exhibit in all contracts and subcontracts.
3. Signage Requirements. The Recipient shall comply with the USEPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, dated June 3, 2015, as otherwise specified in this Agreement.
4. Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Planning and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
5. EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>, including but not limited to the following:
  - a. DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
  - b. Executive Compensation. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.
  - c. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall comply with Subpart C of 2 CFR Part 180 and shall ensure that its contracts include compliance. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. The Recipient shall certify that it and its principals, and shall obtain certifications from its contractors that they and their principals:

#### EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

- d. Conflict of Interest. Within 10 days, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with section 4.0 of with USEPA's Revised Interim Financial Assistance Conflict of Interest Policy at [http://www.epa.gov/ogd/epa\\_revised\\_interim\\_financial\\_assistance\\_coi\\_policy\\_5\\_22\\_15.htm](http://www.epa.gov/ogd/epa_revised_interim_financial_assistance_coi_policy_5_22_15.htm). A conflict of interest may result in disallowance of costs.
- e. Copyright. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- f. Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
  - "This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."
- g. Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Planning.
- h. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term

#### EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of \$101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full payment will be due immediately, if a Recipient or subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.

B. Super Cross-Cutters - Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- The Age Discrimination Act of 1975, which prohibits age discrimination.
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- 40 CFR Part 7, as it relates to the foregoing.
- Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Planning the following provisions:

*"During the performance of this contract, the contractor agrees as follows:*

*"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*

*"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*

*"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

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*"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

C. WRRDA Conditions

- Architectural and engineering contracts. Where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- Fiscal sustainability. The Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the System that includes an inventory of critical assets that are a part of the System, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing any SRF-funded project and a plan for funding such activities.

#### EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

##### D. Cross-Cutters

- a) Disadvantaged Business Enterprises (40 CFR Part 33). The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at [www.epa.gov/osbp](http://www.epa.gov/osbp). The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. (IUP)
- b) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers listed on the Excluded Parties Listing System:  
<http://epls.arnet.gov/>.
- c) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- d) Debarment and Suspension Executive Order No. 12549 (1986). The Recipient certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Planning. Contractors on the Planning must provide a similar certification prior to the award of a contract and subcontractors on the Planning must provide the general contractor with the certification prior to the award of any subcontract.

##### E. DAVIS-BACON

For or purposes of this Section E, "subrecipient" or "sub recipient" means the Recipient as defined in this Agreement. For purposes of this Section E only, "recipient" means the State Water Board.

###### I. Requirements For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board. The recipient or sub recipient may also obtain additional guidance from DOL's web site at  
<http://www.dol.gov/whd/>

###### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

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##### 2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

##### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

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(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and  
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate

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(including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

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of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA

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or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the

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applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

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These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section. (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence.

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The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

#### II. Requirements For Sub recipients That Are Not Governmental Entities:

If a sub recipient has questions regarding when Davis-Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>. Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State Water Board for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

##### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

##### 2. Obtaining Wage Determinations.

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(a) Sub recipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to the State Water Board for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual

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contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2016 Consolidated and Continuing Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour

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Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the

#### EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of

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the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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##### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor and the State Water Board, and the

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contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."
- (c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

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# Fort Jones Fire Department

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**TO: FORT JONES CITY COUNCIL**

**FROM: FORT JONES FIRE DEPARTMENT**

**SUBJECT: SEASONAL FIREFIGHTER PROPOSAL 2025**

**DATE: February 24, 2025**

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The Fort Jones Fire Department is seeking authorization to fill our seasonal stipend shift firefighter positions to provide 24-hour station coverage during the 2025 fire season. This request has traditionally been financed and approved by the Town of Fort Jones through combined funds of Fire Department Tax Allocations and Strike Team Revenue.

Even though we have been receiving rain and snow this year we are still dealing with the long-term effects of drought conditions and a high probability of another catastrophic fire season in our region. The seasonal firefighter positions requested are essential to ensure that the citizens of the Town of Fort Jones and the surrounding communities will have sufficient coverage 24/7 for emergencies including wildland fires, structural fires, medical emergencies, traffic collisions, rescues, and hazards. These positions also enable us to adequately staff apparatus to respond to incidents throughout the state. So far in FY24-25 we have responded to seven out of the area incidents bringing in over \$300,000 to the department not including reimbursed personnel wages. That would not have been possible without our seasonal positions.

These positions will be offered a stipend of \$200 per 24-hour shift and they would receive no overtime or benefits. The dates of the positions would run from June 1<sup>st</sup> through December 1<sup>st</sup>, with the Fire Chief having the discretion to extend or add positions as needed based on fire conditions and assignments. The approximate cost for the fire season would be \$36,600 based on 183 days.

Thank you for your continued support of our Fire Department and community.



# Fort Jones Fire Department

Chief Joseph Hess  
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*To City Council,*

The Fort Jones Fire Department responds to incidents throughout the county and state under the CAL-OES CFAA, USFS, and CalFire ABH agreements. This requires we have an MOU outlining how we pay personnel in order to receive reimbursement from these incidents for personnel. Attached is an updated MOU. This will have changes to fiscal impact to the city if approved. The major update to this year's MOU is adding a backfill position for overhead assignments and updating how incidents lasting less than twelve hours are paid.

Thank you for your continued support of the fire department and our firefighters.



## FORT JONES VOL. FIRE DEPARTMENT

### MEMORANDUM OF UNDERSTANDING

BETWEEN: The Town of Fort Jones

FROM: Town of Fort Jones Firefighters

DATE EFFECTIVE: 6/1/2025

SUBJECT: MEMORANDUM OF UNDERSTANDING REGARDING STRIKE TEAM PAY/PAY PER CALL/PAY PER MEETING

This is to clarify and determine the cost of personnel during California Fire Assistance Agreement, Assistance by Hire, and USFS Assignments. This is the hourly rate per person that is charged to the incident. The amount per person on the incident and station coverage amount will equal the amount charged to the Administering Agency for personnel.

For incidents not reimbursable, but away from duty station these same rates shall apply.

### CAL FIRE AND USFS LOCAL RESPONSE:

These incidents shall be paid at the same rate and manner as CAL-OES rates for the ABH and USFS contracts.

### CAL-OES CFAA AGREEMENT ASSISTANCE WITH BACK FILL:

All personnel, including Chief Officers, shall be paid at Overtime Rates.

All personnel, including Chief Officers, shall be paid Portal to Portal.

### RATES:

Rates shall be updated and approved by CAL-OES each year.

Straight time rates shall be as follows:

Chief Officer/Sten/Divs/Overhead: \$40.00 per hour

Company Officer: \$36.67 per hour

Engineer: \$33.33 per hour

Firefighter: \$30.00 per hour

The Town of Fort Jones will pay personnel the minimum wage per hour in the current pay period for all overhead and firefighters on incidents lasting longer than 12 hours. The remainder of wages shall be paid once payment has been received by the Town of Fort Jones. Any incidents lasting less than 12 hours shall receive full payment once the Fire Department completes invoicing to the responsible agency.



## FORT JONES VOL. FIRE DEPARTMENT

### STATION BACKFILL:

For each engine that is assigned to an incident there will be two firefighters paid at their rate on station backfill. For each overhead assigned there will be one backfill position. These rates are reflected in the OES Salary Survey under the Chief/Overhead, Company Officer, and Engineer rates. Full time and seasonal stipend shift firefighters shall have preference to fill backfill positions if not assigned to the incident. Payment shall follow the same payment schedule as incident personnel.

### VOLUNTEER PAID PER CALL/MEETING:

Per Call \$15

Per Meeting/Training \$15

Pay per call and training shall be paid on a quarterly schedule.

### BENEFITS:

All pay per call and seasonal stipend shift firefighters shall be exempt from Town of Fort Jones benefits including, but not limited to sick time, vacation time, medical, and retirement, regardless of hours worked or assigned.

### REVIEW:

This document will be reviewed each year by the fire chief, fire commissioner and town administrator. Any changes other than OES, CalFire, and USFS rates shall be brought to the council for approval. If there are any changes to the OES, CAL FIRE or USFS rates this MOU shall be amended with the changes.

Fire Chief: \_\_\_\_\_ Date \_\_\_\_\_

Fire Commissioner: \_\_\_\_\_ Date \_\_\_\_\_

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

Town Administrator: \_\_\_\_\_ Date \_\_\_\_\_