

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

March 15, 2022
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: <http://livestream.hanford.city/>

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK :

PUBLIC COMMENT :

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION :

- A. Presentation, by SDI Presence LLC, of the analysis and project management plan for implementation of critical systems of Enterprise Resource Planning, Land Management System, Utility Billing and Payroll/HR for the City.
- B. Fire: Presentation and Review of the recently completed Guiding Documents for the City of Hanford Fire Department

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9 (d)(9)):

- 1. Public entity claim.

2. Threatened litigation regarding zoning and land use matter.

B. CONFERENCE WITH LABOR NEGOTIATOR (GC 54957.6):

Agency designated representatives: Che Johnson, Mario Cifuentes, Sarah Cardoza, Chris Tavaréz, Brenda Garcia.

Employee Organizations: Hanford Professional Firefighters Local 3898, Hanford Service Employees International Unit 521, Hanford Police Officers Association, General Employees Management Association, Executive Management Employees Association.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Mike Kilcrease

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

REORGANIZATION OF THE CITY COUNCIL SELECTION OF THE MAYOR AND VICE MAYOR:

Reorganization of the City Council - Selection of the Mayor and Vice Mayor

RECESS:

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

CONSENT CALENDAR:

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

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.

- B. City Clerk: Approval of the Minutes of the August 17, 2021 Meeting
- C. City Clerk: Approval of the Minutes of the September 7, 2021 Meeting
- D. Community Development - Housing: Award of Contract Fair Housing Education Services
- E. Public Works: Adoption of Resolution No. 22-09-R regarding the public transit needs within the City of Hanford and authorization for the City Manager to sign and submit claims for funds and any subsequent amended claims required; 2) Determine, based on City's financial participation in and support of the existing Kings County Area Public Transit System, that there are no areas within the City of Hanford with unmet public transit needs which could reasonably be met by the expansion of the existing system or by the establishment of a new system; 3) Approval of the filing of the Notice of Exemption to certify that projects to be constructed with these funds are categorically exempt from the California Environmental Quality Act.
- F. Public Works: Authorization for the City of Hanford to Accept an Easement Deed for Right-of-Way purposes, from PaPa G's, LLC. (Hanford Armona Road at Williams Street)
- G. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of services for seven (7) dwelling units on two (2) parcels in the County of Kings without annexation by the City of Hanford. (10th Avenue south of Hanford Armona Road).

8:00 P.M. PUBLIC HEARING:

- A. Clerk: Conduct the Fourth Public Hearing to Receive an update on the Redistricting Process
- B. A public hearing to consider the issuance of bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing)

(The applicant has requested a continuation of the hearing until April 5, 2022.)

GENERAL BUSINESS:

- A. Public Works: Authorization to Award a contract to Robert Marks Plumbing of Visalia Ca, in the amount of \$45,910.53, establish a construction contingency of \$4,600.00; and approve an additional appropriation of \$31,900.00 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Sewer Main Replacement Project.
- B. Public Works: Authorization to Award a contract to Best Contracting Services, Inc., of Gardena CA, in the amount of \$368,450.00, Award the purchase of roofing material to The Garland Company in the amount of \$318,412.44, Establish a construction contingency of \$36,485.00; and Approve an additional appropriation of \$63,347.44 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Replacement Project.

- C. Parks and Community Services: Authorization to Award a contract to American Incorporated of Visalia CA, in the amount of \$129,787.00 for the mechanical portion Civic Auditorium Cooler replacement project, authorization to award a contract to Gilbert Electric Company out of Hanford CA, in the amount of \$46,500.00 for the electrical portion of the project, authorization to award a contract to Robert Marks Plumbing out of Visalia CA in the amount of \$16,643.27, authorization to award the purchase of the coolers to FACSCO out of Fresno CA in the amount of \$49,158.33, establish a construction contingency of \$19,300.00; approve an additional appropriation of \$103,320.00 from the Building Equipment Replacement Reserves; and approve an Additional Appropriation of \$158,059.60 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Cooler Replacement Project.

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

Council Future Agenda Items

Upcoming Events and Important Dates:

March 17: Everybody's Irish in Downtown Hanford 5:00 pm -10:00 pm (Main Street Hanford Event)

March 22 & 29: Food Trucks Takeover on Court Street in Civic Park 11:00 am-2:00 pm

March 29: Special Meeting: Goal Setting City Hall Training Room Time: TBD

April 5: Regular City Council Meeting

April 19: Regular City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022

AGENDA SECTION: A

SUBJECT:

Presentation, by SDI Presence LLC, of the analysis and project management plan for implementation of critical systems of Enterprise Resource Planning, Land Management System, Utility Billing and Payroll/HR for the City.

RECOMMENDATION:

Staff recommends that the City Council receive the presentation and provide feedback to staff and SDI Presence LLC (SDI) on status and recommendations.

BACKGROUND:

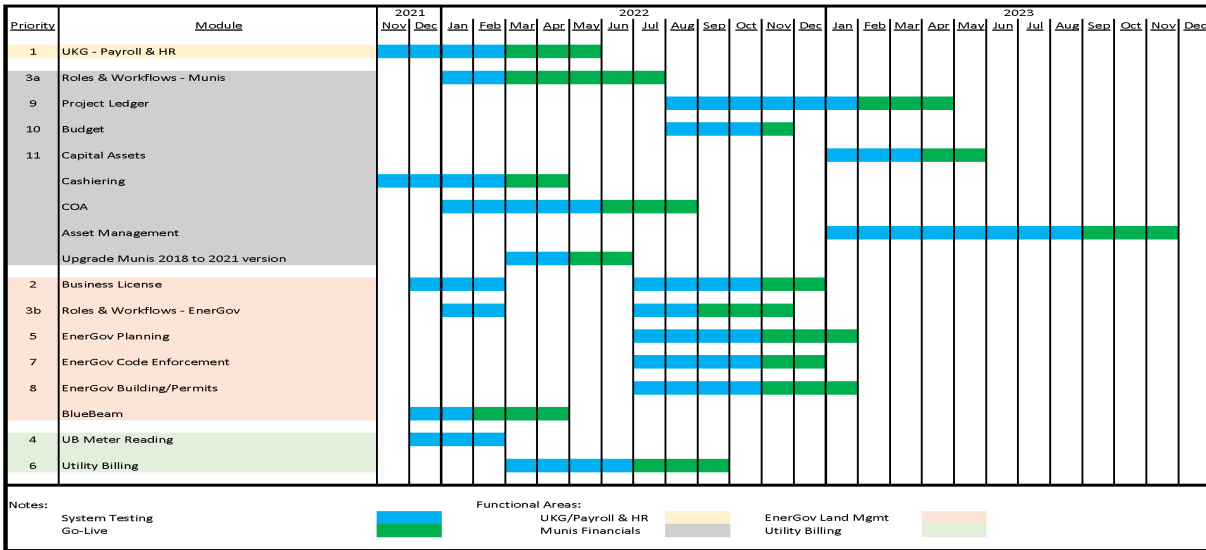
Council authorized entering into an agreement in September 2021 with SDI to provide project management support and assessment of the City's ongoing system implementation projects.

There are four main project areas of focus:

- UKG Payroll
- Tyler MUNIS Financial System
- Tyler EnerGov Land Management and Licensing
- Tyler Utility Billing

SDI will present a brief update on ongoing projects and provide their assessment of needs in order to get these systems updated and operational. Potential timelines have been established in order for SDI to continue supporting the City towards a goal completion timeline if certain assumptions are met, including having sufficient staff resources and funding. There are several projects that fell under this assessment, staff will continue working with SDI to progress as resources are available.

Table 1- Functional Area Proposed Project Timeline



Based on feedback from Council some of the recommendations by SDI will be brought back to Council for consideration in future presentations, budget amendments and/or at the upcoming mid-year or mid-cycle budget review.

FISCAL IMPACT:

This item is informational with no financial impact.

ATTACHMENTS:

SDI Council Presentation 3.15.22



SYSTEMS ASSESSMENT AND MANAGEMENT PLAN (AMP)

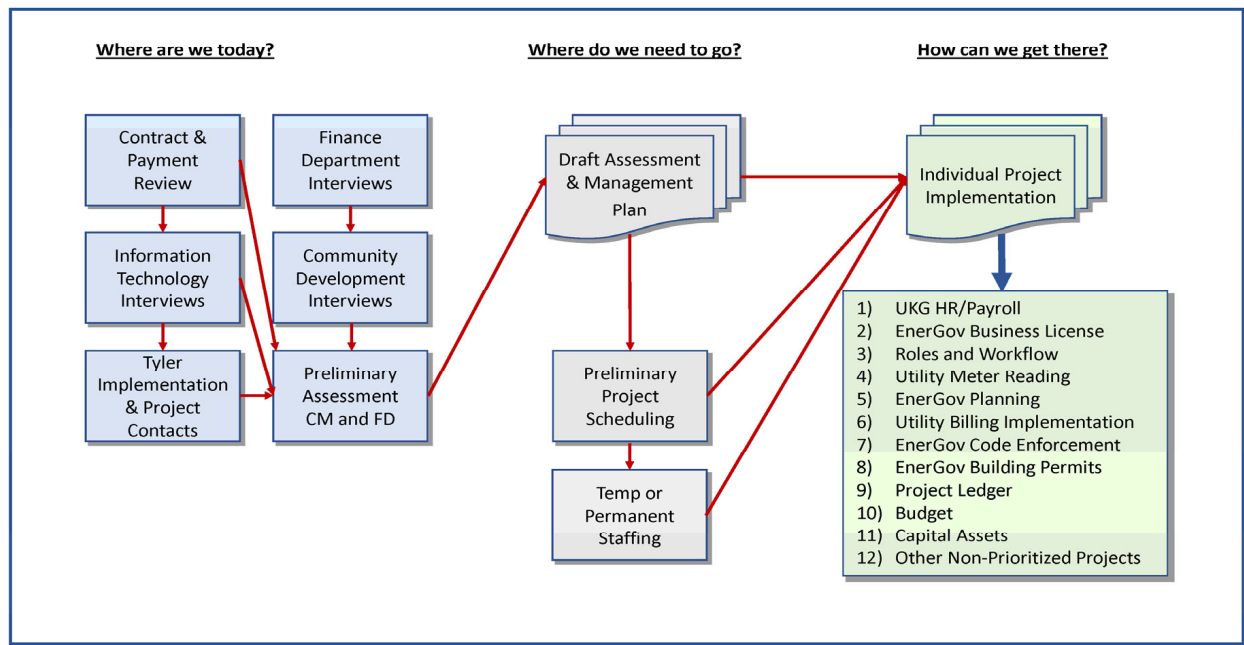
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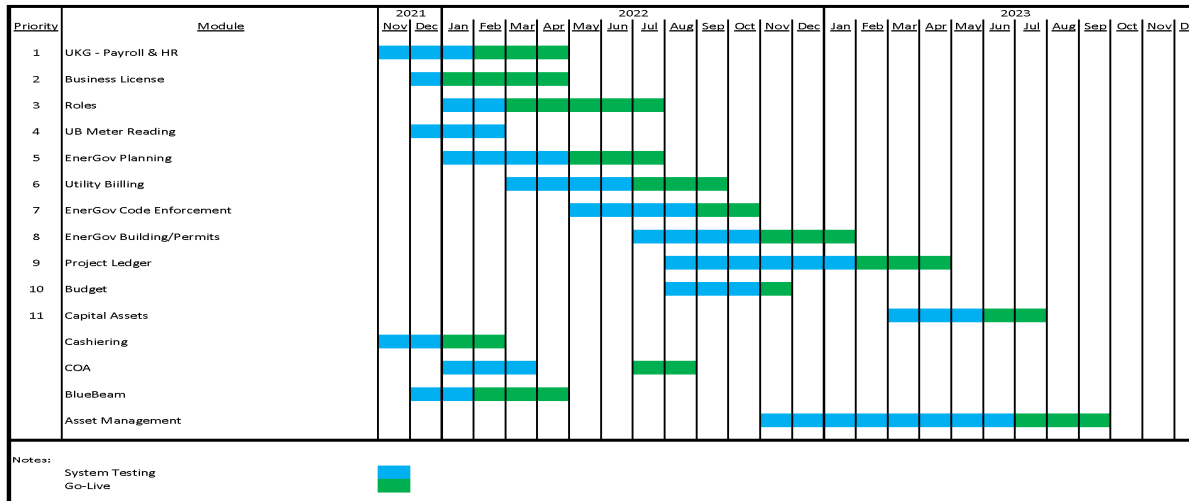
AMP – BACKGROUND & SCOPE

- ▶ SDI engaged to assess ongoing Tyler software systems and UKG/Payroll implementations
- ▶ Four Project Functional areas:
 - ▶ UKG Payroll implementation* (2022)
 - ▶ Tyler Munis – Financial System (ERP) is Live (2019)
 - ▶ Tyler EnerGov – Land Management and Licensing (2019)
 - ▶ Tyler Utility Billing (2019)
- ▶ Assessment - Where are we today, system capabilities, how to get to full implementation

AMP - PROCESS



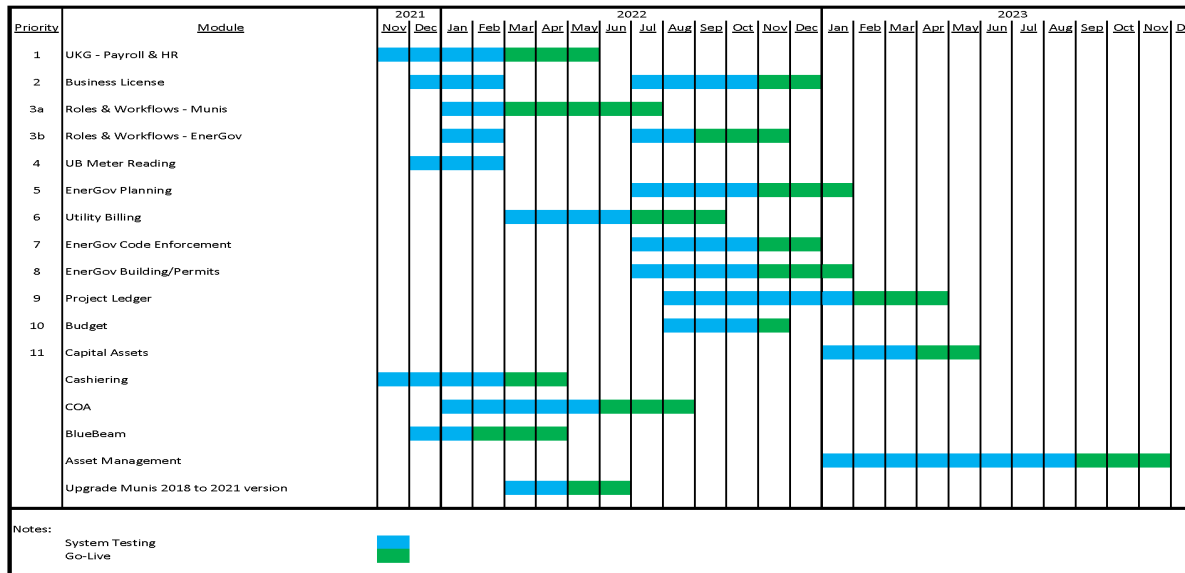
AMP – ORIGINAL PROJECT PLANS, BY PRIORITY



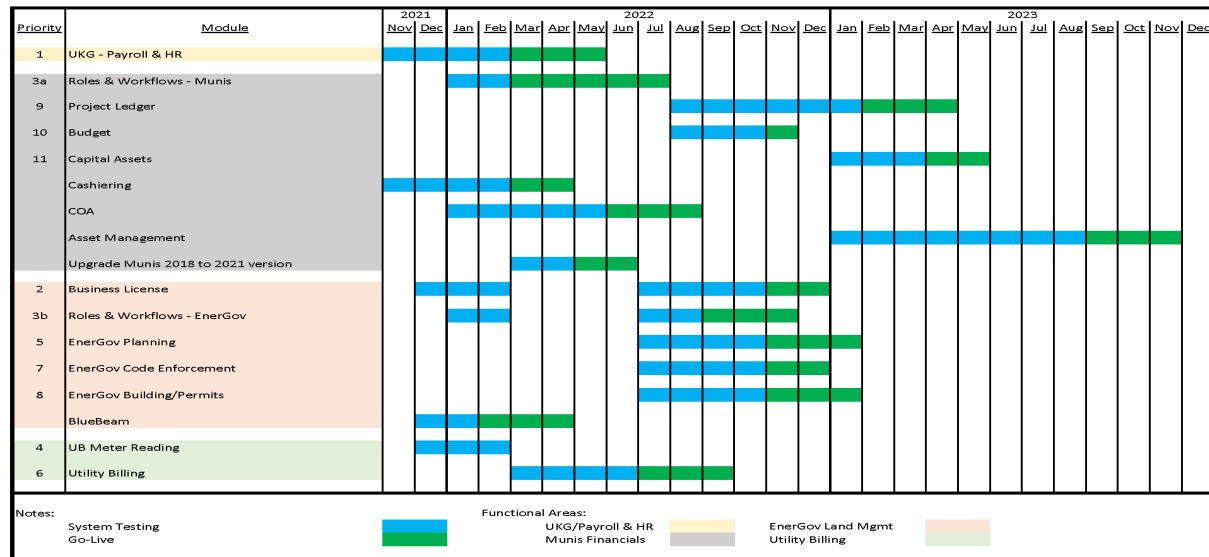
AMP – PROJECT MANAGEMENT

- ▶ Project constraints – limited resources
 - ▶ Cost
 - ▶ Time
 - ▶ Labor
 - ▶ Quality
- ▶ Impacts – scope changes, staffing changes, vendor changes, organizational dynamics
- ▶ Focus on labor – implementation and on-going – IT analyst, CD front counter support, financial analyst

AMP – REVISED DUE TO SOFTWARE VENDOR, BY PRIORITY



AMP – REVISED, BY FUNCTIONAL AREA AND PRIORITY



AMP – NEXT STEPS

- ▶ Address limited staff resources
- ▶ Work on additional Munis implementation items
- ▶ Re-engage Tyler for EnerGov implementation
- ▶ Continue Utility Billing implementation activities
- ▶ Finalize revised schedule with all parties

AMP - CONCLUSION

► Questions?



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: B
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SUBJECT:

Fire: Presentation and Review of the recently completed Guiding Documents for the City of Hanford Fire Department

RECOMMENDATION:

That the City Council receive the report and presentation of the guiding documents and provide direction to staff.

BACKGROUND:

On December 1, 2020, the Fire Department presented to council a discussion on the need to update the fire department's guiding documents. The most current Fire Master Plan was developed in 2012, and there is no record of the development of a Fire Strategic Plan. Master Plans are long range documents, valid for at least ten (10) plus years, and used to identify broad goals and objectives. Goals and objectives are established by guidance from the fire department utilizing current Code, Standards, and Council direction. The previous master plan was developed prior to the City's adoption of the most recent General Plan in 2017 and therefore, was not compatible with direction and policies included in the General Plan. Additionally, many of the 2012 plan recommendations have been met or exceeded, requiring a reevaluation of the current situation and recommended updates. For example; call volumes have nearly doubled since the development of the 2012 plan and the department's ISO (Insurance Services Office) rating has improved from a Class 4 to a Class 2 department.

At the outset of the project, the Department reached out to multiple organizations to obtain quotes to update documents. Quotes ranged from \$25,000 for the Master Plan to \$95,000 for all documents. The decision was made to utilize a Professional Expert to advise/consult with fire personnel to update and create all Fire Department guiding documents. This method significantly reduced costs, thereby creating buy in from those using the plan. Many surrounding jurisdictions have used or are using this path to accomplish similar goals to update guiding documents, maintain fiscal responsibility, and create buy in from personnel. Coupled with the advisor/consultant, the fire department has capable personnel to deliver a professional product

while meeting the needs of the City. Total costs for the project were well below the anticipated \$10,000.

As previously advised, all current fire department guiding documents needed to be updated to reflect the changes in growth patterns, current stations, updated staffing, and response patterns. Updating guiding documents began with developing a Community Risk Assessment (CRA) and a Standard of Response Coverage (SORC). The CRA/SORC identifies City of Hanford specific data. Information collected from incidents for the last three years was coupled with assessments of pre-incident planning reports, target hazard assessments, demographic studies, and other supportive information utilized to identify areas of risk throughout the city as they relate to emergency responses and prevention activities from the fire department.

An overall review of the fire department provides Council with the opportunity to review all relevant information and make an informed decision on where the department should be going in alignment with the City of Hanford General Plan, industry standards, and best practices. Data collected is identified in the CRA/SORC and used to develop strategic and master planning documents. Together these tools become guiding documents for City of Hanford leaders to Plan for Tomorrows.

Community Risk Assessment and Standard of Response Coverage: This document provides snapshot overview and a baseline of the current situation related to fire and life safety systems in the City. Utilizing industry standards and best practices, six categories were found to be in deficit:

1. Hazard Specific Risk Levels
2. Performance Measures
3. Critical Tasking and Effective Response Factors
4. Community Risk Reduction
5. Station and Apparatus Deployment
6. Workload and System Reliability

Within these categories, 19 specific opportunities for improvement were identified. Most of these opportunities are recommended to provide for the greatest service to our citizens and visitors. These are not mandates, nor is the city obligated to achieve all opportunities.

Strategic Plan: This five-year living management tool that provides direction, establishes a shared vision, establishes short term goals and objectives, and optimizes department and city resources. The Strategic Plan should be evaluated annually to validate and update current situation and recommendations. Four strategic initiatives were identified from the plan to begin meeting the CRA/SORC opportunities for improvement:

- Initiative 1: Improve Community Risk Reduction Program
- Initiative 2: Improve Fire Suppression Program
- Initiative 3: Improve Training Program

- Initiative 4: Improve Firefighter Retention

Master Plan:

The Master Plan is being developed from information collected from the CRA/SORC to align with the City General Plan, industry standards, and best practices. The Master Plan will be brought before your Council during the Goals Retreat on March 29th along with a proposed future spending plan.

Project References:

- California Fire Code
- Center for Public Safety Excellence (CPSE)
- City of Hanford Capital Improvement Plan (CIP)
- City of Hanford Comprehensive Annual Financial Report
- City of Hanford 2035 General Plan
- Commission on Fire Accreditation International (CFAI)
- FBI Uniform Crime Report
- FEMA FA-197 Developing Effective Standard Operating Procedures
- OSHA
- HFD Policies and Procedures
- Industry Standards and Best Practices
- Insurance Services Office (ISO)
- Institution of Fire Engineers 20/20 Vision
- International Fire Service Training Association (IFSTA)
- International City Manager's Association (ICMA)
- International Association of Fire Chiefs (IAFC)
- Kings County Local Hazard Mitigation Plan
- National Fire Protection Association (NFPA)
- National Institute of Science and Technology (NIST)

FISCAL IMPACT:

N/A

ATTACHMENTS:

HFD CRA-SORC 2022
HFD Strategic Plan 2022-2027



City of Hanford

Fire Department

Community Risk Assessment and Standards of Response Coverage

Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)



Prepared for the Hanford Fire Department

Prepared by **Mike Kraus Leadership**

February 14, 2022

Introduction

This Community Risk Assessment/Standards of Response Coverage (CRA/SORC) report of the City of Hanford is intended to serve as an update to the 1999 Fire Standards of Cover Analysis. References utilized and data retrieved from the following resources: City of Hanford Comprehensive Annual Financial Report, City of Hanford Fire Department, City of Hanford 2035 General Plan, FBI Uniform Crime Report, Institution of Fire Engineers 20/20 Vision, Insurance Services Office, Kings County Local Hazard Mitigation Plan, National Fire Protection Association, and the National Institute of Science and Technology. The content contained herein was modeled after the Center for Public Safety Excellence and the Commission on Fire Accreditation International manual.

The purpose of conducting a CRA/SORC evaluation is to obtain an accurate picture of the community risks, and where the entity and the fire department stand between what is presently delivered in the fire and life safety services baseline, and what the industry standards and best practices recommend as benchmarks. It is the first in a series of three planning documents utilized by the fire service. It is followed by a Strategic Plan for short or mid range goals, then a Master Plan, containing longer range goals. These documents, linked together, support a Planning Continuum, intended to inform and assist elected and appointed officials in improving fire and life safety platforms in their communities.

It is important to clarify that industry standards and best practices are not laws or mandates. The final decisions as to what level of fire and life safety services are provided to the community are determined by the elected officials of each entity. These decisions are based upon public expectations, available funding, and what level of acceptable risk the policy makers are willing to assume. It is also important to understand the benefits of continually improving the local delivery system. Benefits include, but are not limited to, protecting the health and welfare of the citizens and the vital job and tax producing businesses from fire and other hazards, resulting in a more vibrant and economically successful community.

It is critical, if this document is to continue to be of value, that it is referenced, reviewed, updated (minimum of every 5 years), and expanded, on a regular basis; along with the linked Strategic and Master Plans. It should be considered a dynamic tool to assist the fire department and local appointed and elected officials as they strive to improve the fire and life safety element of their community. The accuracy of the data within this document is dependent upon the accuracy of the data entered and then extracted from the department records management system.

Mike Kraus Leadership has made every effort to ensure all enclosed information is accurate. Recommendations are based upon the knowledge, experience, and research of Mr. Kraus (Sole Proprietor), and should be evaluated as to their potential effectiveness by local officials before being implemented.

As this document is updated, the City of Hanford Fire Department, after saving the original document, is hereby given express permission to remove all markings and references to Mike Kraus Leadership.

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Executive Summary

The City of Hanford is an incorporated city within the county of Kings and the state of California, and has a population of approximately 60,000 people. Fire and life safety services are provided by the City of Hanford Fire Department from three fire stations located within the city limits. Additional resources are available from Kings County, but must respond from outside city limits and with limited staffing.

The purpose of this Community Risk Assessment/Standards of Response Cover document is to establish a baseline of the current fire and life safety system in the City of Hanford, as compared to industry standard and best practice benchmarks, exposing gaps that can then be addressed and prioritized by the policy makers.

It is important to state that industry standards and best practices are not mandates and they are not laws. Local policy makers are the ones who ultimately decide what level of fire and life safety services are provided to the community. The goal is to provide the elected officials with the facts necessary to make informed decisions on what level of risk they are willing to accept.

Within Kings County, and specific to the City of Hanford, there are certain man-made and natural hazards to which the community is exposed. Each hazard has a varying degree of potential risk, and each level of potential risk will require a certain level of emergency response to stop the progression of the hazard and ultimately mitigate it. The most common of these hazards include emergency medical incidents, structure fires, wildland fires, hazardous material incidents, technical rescue incidents, and earthquakes.

After evaluating the various levels of risk associated with these hazards, and comparing them to the current fire and life safety platform in and around Hanford, the following opportunities for improvement have been recommended:

- (1) *Expand the current Hanford Fire Department Response Matrix to more accurately distinguish between the different hazard/risk levels in this report.*

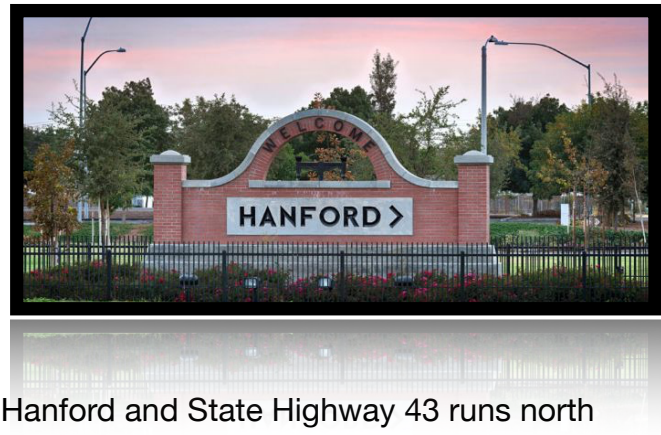
- (2) *Maintain and expand the current Target Hazard program for all hazard types listed in this report, and integrate into the Hanford Fire Department Response Matrix. Additionally, improve the present Target Hazard pre-planning program for shift personnel.*
- (3) *Establish “Call Answering” and “Call Processing” performance measures and review monthly.*
- (4) *Conduct “Turnout Time” trials to determine standards that are realistic to local conditions.*
- (5) *Establish “First Unit Total Response Time” performance measures for Emergency Medical Service and Fire incidents, and review monthly.*
- (6) *Establish an “Effective Response Force Total Response Time” performance measure, and review monthly.*
- (7) *Evaluate through exercise, the generic Critical Tasking numbers in this report for adequacy to Hanford Fire Department needs.*
- (8) *Assemble a working group of stakeholders to evaluate the Community Risk Reduction concept, explore ways to overcome fiscal constraints, and coordinate and expand its limited use in the Hanford Fire Department.*
- (9) *Establish a mission statement for the present Fire Prevention Division, reflecting what is to be delivered on a daily basis, in accordance with the Community Risk Reduction concept. Additionally, establish a vision statement, creating a goal of where these efforts should ultimately lead.*
- (10) *Evaluate and update for approval, a current and comprehensive fee schedule for fire prevention services to ensure maximum allowable cost recovery. The goal being, to increase staffing and expand efforts toward improved Community Risk Reduction.*

- (11) Conduct a cost/benefit analysis and position justification evaluation in an effort to determine the number of additional personnel needed in the Fire Prevention Division. This should be based upon the ability to establish a productive community risk reduction program.*
- (12) Begin dialogue with Kings County Office of Emergency Services to collaboratively improve the communication, cooperation, and bolstering of both City and County Emergency Management programs.*
- (13) Work collaboratively with City of Hanford to increase staffing on Engines 41, 43, and Truck 42 to a level of 4 each, and maintain this level as minimum staffing of future units.*
- (14) Work collaboratively with City of Hanford to create shift battalion chief positions, in the effort to meet the NFPA 1710 standard on Effective Response Force.*
- (15) Work collaboratively with City of Hanford to begin master planning an additional fire station and engine company in the general area of 13th Ave. and Grangeville Blvd.*
- (16) Work collaboratively with City of Hanford to begin master planning an additional fire station and engine company in the general area of 9th Ave. and Lacey Blvd.*
- (17) Work collaboratively with City of Hanford to forecast and master plan the probable need to relocate Fire Station 1 east and north of its present location, in the general area of 10th Ave. and E. Fargo Ave.*
- (18) Work collaboratively with City of Hanford to implement the above opportunities for improvement. Successful completion of these items will result in an Effective Response Force of 16 arriving within the 8 minute travel time standard, meeting Low and Moderate Critical Task standards for structure fire hazards, and leaving one engine company available for subsequent calls for service, all without the use of automatic aid.*

- (19) *Work collaboratively with City of Hanford to implement the above opportunities for improvement in the effort to increase the firefighter to population ratio to 1 per 1,000.*

Documentation of Area Characteristics

Hanford, California (36 degrees 19'39"N 119 degrees 38'44"W), is located in the northeastern part of Kings County, approximately 30 miles to the southwest of the City of Fresno. It is about equal distant from the Sierra Nevada and the Coast Ranges. State



Highway 198 runs east and west through Hanford and State Highway 43 runs north and south along the easterly boundary of the city. Presently, the city limits of Hanford covers 17.4 square miles. The ultimate growth boundary, which is based on the city's current general plan, includes the incorporated city and its sphere-of-influence and encompasses approximately 30 square miles (*See Appendix A*).

Hanford was named after James Madison Hanford, a paymaster for the Central and Southern Pacific Railroad, in 1877. It was incorporated in 1891, after 14 years of destructive fires in the downtown area, to improve Response services and provide utilities and paved streets. The settlement quickly grew into a bustling pioneer town with shops, schools, hotels, saloons, and churches. As the county seat, Hanford has developed into the residential, commercial, and industrial center of Kings County. The current population is approximately 60,000.

The terrain in Hanford is generally flat and made up of sandy, loam soils. It slopes from the Northeast to the Southwest. Elevations range from 255' to 240' above mean sea level. Like the rest of Kings County, Hanford is in a semiarid climate. It receives average annual precipitation of 8.6 inches. The average high temperature in summer is 96°F and in winter is 49°F. The People's Ditch in the northeastern section of the city is a manmade facility designed as part of a water delivery system that diverts water from the Kings River and distributes it to agricultural areas to the South.

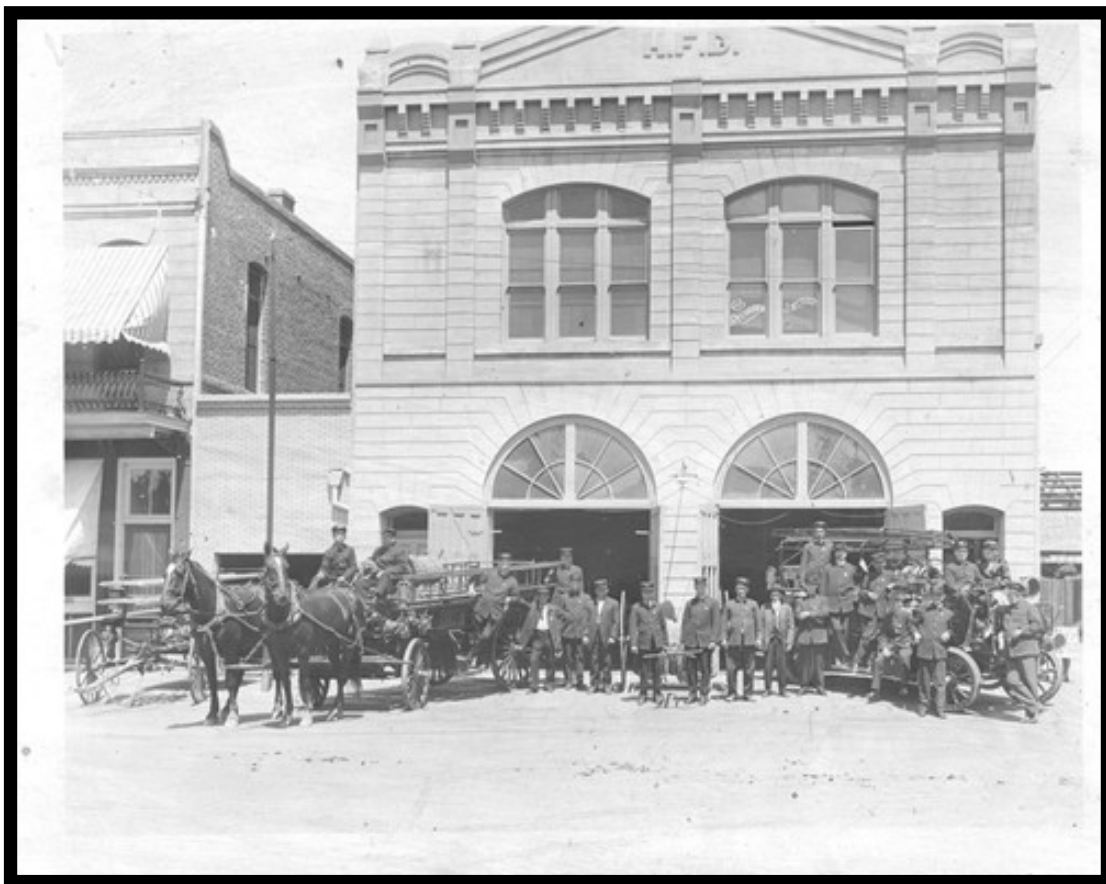
Hanford is a California General Law City. Policy is established by a council/weak mayor type of government, with five council members elected by district. A city manager oversees the daily responsibilities of the City. The City's 2020 General Fund was approximately \$35,000,000.

The majority of land use (See *Appendix B*), in Hanford is residential, with significant supporting commercial and a large industrial tract within the southern city limits. Major employers include Warmerdam Packing, Kings County, City of Hanford, Kings County Education, Nichols Farms, and M. Green and Company. Additionally, Faraday Future electric vehicles plans to open a major facility in the former Pirelli tire plant, with a projection of up to 1,300 jobs.

- *Founded: 1877*
- *Incorporated: 1891*
- *City Limit Square Miles: 17.4*
- *Sphere of Influence Square Miles: Approximately 30*
- *Population: 59,167*
- *Density: 3,400.4 per sq. mi.*
- *Growth Rate Since 2010: 9.6%*
- *Average Citizen Age: 33.5*
- *Median Household Income: \$62,413*
- *Race and Ethnicity: Hispanic 50.4%, White 35.9, Black 4.9%*
- *Primary Language: English 63%, Spanish 31%*
- *Crime Rate Per 100,000: 447.87*
- *Response Area Designation: Urban*

Description of Agency Programs and Services

Fire and life safety services for the City of Hanford are provided by the Hanford Fire Department (HFD). The HFD is a professional organization consisting of 35 full time and 2 part time employees. (See *Appendix C*) Services include community risk reduction and emergency response. It was formed in 1891 by Council resolution due to several large and destructive downtown fires. The HFD has a rich history of dedicated service to its citizens.



Mission Statement

“The mission of the Hanford Fire Department is to deliver effective, professional fire prevention and emergency response.”

Diversity Statement

“The Hanford Fire Department is an organization set to represent our community. Members of the department come from many socio-economic, ethnic, and cultural backgrounds. Our common thread is our passion to serve in whatever capacity is needed. Diversity provides perspective, experience, and understanding which only enhances the fire service and the people of Hanford.”

Core Values

“Compassion, Integrity, Accountability, Teamwork, Family, Respect”

Vision Statement

“The Hanford Fire Department strives to advance public safety through metrics, self-assessment and industry advancements. The men and women of the Hanford Fire Department will remain proactive and in control of our future. We accept the challenges that will come with the same discipline and integrity of our forebears.”

All-Hazard Risk Assessment of the Community

The Kings County Local Hazard Mitigation Plan (LHMP) lists a number of natural and manmade hazards that could possibly affect the City of Hanford. Of these, those most likely to occur, and require fire department response are fog, wildfire, and earthquake. Additionally, and much more likely to occur, are emergency medical, structure fire, hazardous material, and technical rescue incidents.

Listed below are hazards that have occurred, or may potentially occur, in the City of Hanford. These hazards are listed from those most frequently occurring, to those occurring less frequently.

Emergency Medical Service Hazard

City of Hanford EMS		
2018	2019	2020
3,694	3,762	3,746

Emergency medical service (EMS), incidents (See *Appendix D*), occur in the City of Hanford on a daily basis. The majority of the incidents responded to per day are emergency medical related. The complaint may be anything from feeling ill, to having a baby, to

suffering from a heart attack. Brain death can occur in as little as 4 to 6 minutes from the time of heart stoppage. Arriving expeditiously is of utmost importance in these incidents.

HFD personnel are trained to the Emergency Medical Technician (EMT) level, also known as Basic Support (BLS), and can quickly assess the patient and assist them with breathing, circulation, the stoppage of bleeding, and childbirth for example. Advanced Life Support (ALS), treatment and transport is provided by a private ambulance company.

Additionally, when the incident involves an auto accident, HFD personnel can assist in extricating the patient from the wreckage. The typical response strategy for the HFD is to dispatch one engine company with 3 personnel for an emergency medical incident.

For an auto accident with occupants trapped in the wreckage, an engine, a truck company, and a battalion chief are dispatched, for a total of 7 personnel.

Structure Fire Hazard

City of Hanford Structure Fires		
2018	2019	2020
74	67	69

Structure fires (*See Appendix E*), occur in and around Hanford on a regular basis. Depending on the type of building, its purpose, the occupant load, and the time of day, a structure fire threat includes not only property damage, but more importantly, the life safety

of the occupants. Studies show that unchecked, structure fires can double in size every minute. Expeditious fire department arrival with sufficient emergency personnel to implement critical tasks, is necessary in mitigating these threats to life and property.

Most structure fires occur in residential buildings. The majority of structures in Hanford are of this type. Residential fires are made more complicated and dangerous when in multi-unit buildings such as apartments and multi-story hotels and custodial facilities, which are also present in Hanford . These types of fires require additional fire personnel to be on the scene in a timely manner to effect life safety and incident stabilization.

Commercial and industrial buildings are vital to an entity's tax base. These buildings also present greater challenges to fire departments, mainly due to their larger size and the variety of fire loads present. Getting sufficient personnel on scene to stop the fire in its early stages is critical in saving the business and its contribution to the local economy. Hanford contains numerous commercial and industrial buildings with an array of challenges to the fire department. One example is the unreinforced masonry buildings downtown which are built to older building standards, which under fire conditions present a significant collapse threat to interior and exterior operating firefighters. Many of these buildings are tied together in city blocks, allowing fire to spread from building to building in hidden areas.

Structures/Buildings are categorized into 4 Risk levels, determined by their size, purpose, and occupancy:

- Low Risk: Detached garages, small sheds and outbuildings
- Moderate Risk: Single family residences of 2,500 sq.' or less (R-3), small retail 10,000 sq.' or less (M)
- High Risk: Schools (E), strip shopping centers and large commercial 10,000 sq.' or greater (M), hotel/motel (R-1), garden style and 2 story plus apartments (R-2), single family residences of 2,500 sq.' or greater, (R-3), warehouses (S)
- Maximum Risk: High rise buildings of 7 floors and above or 75' or greater, hospitals (I-1), buildings with large amounts of hazardous materials etc.(H)

Hazardous Material Hazard

City of Hanford HazMats		
2018	2019	2020
59	82	68

Hazardous material incidents (*See Appendix F*), can range from a small fuel spill to a large industrial ammonia leak, to a pressurized propane tank under fire and threatening to explode. These incidents can occur in all areas of a community, including residential, commercial, and industrial. There are several industrial businesses within the City of Hanford that present significant potential hazards, many including agricultural chemicals or gasses. Additionally, hazardous materials are transported through the city on daily basis via the two State highways and the major railroad, adding another potential level of risk.

Many of these incidents will be mitigated by the initial fire unit arriving on the scene. However, there are those incidents that will require Hazardous Material Specialist intervention. All HFD personnel are trained to the Hazardous Material First Responder Operational level, with a number of personnel trained to the Specialist level. Additionally, the department is an active partner in the Kings/Tulare Hazardous Material Response Team.

Technical Rescue Hazard

The potential for incidents requiring technical rescue expertise (*See Appendix F*), is relatively high in Hanford . Examples are high speed traffic accidents with entrapments

City of Hanford Tech Rescues		
2018	2019	2020
4	4	3

on State highways 43 and 198, mechanical entrapments in the many agriculture processing and industrial businesses, or building collapse due to severe earthquakes. Additional personnel are typically needed to mitigate these types of hazards, depending upon incident circumstances. The HFD is currently increasing the levels of training and certification to improve the response capabilities for this hazard type.

Wildland Fire Hazard

City of Hanford Wildland Fires		
2018	2019	2020
47	81	68

Wildland, or vegetation type fires (See *Appendix E*) occur on a semi regular basis in the incorporated and unincorporated areas of Hanford. Most of these fires are quickly contained and controlled by the initial arriving fire units. This is critical due to the potential of these fires spreading to structures, endangering the buildings and their respective occupants.

Fog Hazard

Fog is primarily classified as a hazard in Hanford due to the related traffic accidents resulting from poor visibility. Not only do these traffic accidents occur on Hanford surface streets, they also occur on two major state highways running through the city limits. The incidents occurring on the highways have an even higher potential of resulting in multi-casualty incidents, resulting in the taxing of responding resources.

Earthquake Hazard

There are over 500 active earthquake faults in California. While the vast majority of these earthquakes aren't felt, there are an average of 100 tremors per day in the State. Hanford has experienced several ground shaking events from earthquakes over the past few years, both from the San Andreas fault and from the Mammoth area, more than 100 miles to the North.

Soils in Hanford are not mapped as having significant liquefaction potential and the Hazards Management Element of the General Plan finds that Hanford is located in a stable geologic formation so that the effects of ground shaking should be minimal. The community's vulnerability increased due to its large number of unreinforced masonry buildings, many of them historic properties. The city has created a database of the locations of these buildings, which includes many of significance to the community, such as the Kings County Courthouse, Masonic Temple, Episcopal Church, and the Hanford Elementary District Offices.

The Kings County Office of Emergency Services (OES), coordinates emergency management functions for the County, and offers training and support to all incorporated cities, including Hanford . Additionally, and as mentioned above, the HFD is increasing the levels of training and certification to improve the response capabilities for this hazard type.

Current Deployment and Performance

There are three fire stations located within the 17.4 square miles of the city limits of Hanford (See *Appendix G*). Station 1 is located at 350 W. Grangeville Blvd. and is staffed with one 3-0 engine company. Station 2 is located at 10553 Houston Ave. and is staffed with one 3-0 quint truck company. Station 3 is located at 1070 S. 12th St. and is staffed with a 3-0 engine company, resulting in a total of 9 on-duty personnel. While these three companies are stationed within Hanford, they also respond into unincorporated areas due to an automatic aid agreement with the Kings County Fire Department approximately 5% of the time. The next closest engine and quint companies respond into the City from Kings County fire stations 2, 4, and 5. With the exception of Station 4, which is staffed with 3, these companies are minimally staffed with 2 personnel. Additionally, Hanford chief officers respond from their administrative duties or from home, and are not a guaranteed response.

Performance Measures

The Hanford Emergency Dispatch does not acknowledge or track Call Answering or Call Processing times as stated by the National Fire Protection Association (NFPA) 1221. The examples below demonstrate what these Performance Measures would look like.

“95% of emergency calls will be answered within 15 seconds”

Call Answering %		
2018	2019	2020

“90% of all emergency calls will be processed and dispatched within 64 seconds”

Call Processing %		
2018	2019	2020

The HFD has established a 60 second “turnout” time from dispatch to responding to the incident for non-fire emergency calls, and an 80 second “turnout” time for fire calls. In addition, a “travel time” of 4 minutes has been adopted (See *Appendix G*). Both of these are in accordance with Industry Standards and Best Practices for responses in urban and suburban areas. The current HFD Performance Measure for Turnout Time states,

“Turnout time, from dispatch to response, for EMS calls will be 60 seconds or less, with 90% dependability.

Turnout Time for EMS			
	2018	2019	2020
Engine 41	55%	32%	28%
Truck 42	42%	26%	26%
Engine 43	N/A	21%	19%

“Turnout time, from dispatch to response, for Fire calls will be 80 seconds or less, with 90% dependability.”

Turnout Time for Fire			
	2018	2019	2020
Engine 41	34%	23%	29%
Truck 42	43%	26%	24%
Engine 43	N/A	13%	23%

The current HFD Performance Measures for Travel Time states,

“First arriving fire units will arrive at an emergency within 4 minutes or less travel time, with 90% dependability.”

4 Minute Travel Time %			
	2018	2019	2020
Engine 41	54%	68%	69%
Truck 42	59%	58%	54%
Engine 43	N/A	60%	53%

Industry Standards and Best Practices dictate that the above standards should be added together, resulting in a “First Unit Total Response” performance measure. Currently, Call Answering and Processing not tracked or included below.

15 Seconds Answering + 64 Seconds Processing/Dispatch + 60 Second Turnout + 4 Minutes Travel = 6 Minutes 19 Seconds > First Unit Total Response Time for EMS Incidents

First Unit Total Response Time for EMS%			
	2018	2019	2020
Engine 41	52%	66%	52%
Truck 42	48%	49%	35%
Engine 43	N/A	43%	36%

15 Seconds Answering + 64 Seconds Processing/Dispatch + 80 Second Turnout + 4 Minutes Travel = 6 Minutes 39 Seconds > First Unit Total Response Time for Fire Incidents

First Unit Total Response Time for Fire%			
	2018	2019	2020
Engine 41	35%	54%	50%
Truck 42	17%	0%	42%
Engine 43	N/A	37%	40%

Critical Tasking and Effective Response Force

Critical tasks are those tasks that must be promptly put into operation at the scene of an emergency to stop the negative progression and begin the mitigation of the incident.

NFPA 1710 recommends *minimum* numbers of personnel to be on the scene of the incident, rated by the level of risk associated with the hazard, and the critical tasks that must be performed to effectively mitigate the emergency. These recommendations state that the Effective Response Force (ERF), be on the scene within 8 minutes travel time (10 minutes 10 seconds for Maximum Risk/High Rise), for urban and suburban response areas, with 90% dependability. **Currently, Call Answering and Processing not tracked or included below. Additionally, metrics based upon 15 personnel.**

15 Seconds Answering + 64 Seconds Processing/Dispatch + 80 Second Turnout + 8 Minutes Travel = 10 Minutes 39 Seconds > Effective Response Force Total Response Time

*ERF Total Response Time %		
2018	2019	2020
22%	31%	57%

** For Low and Moderate Risk Structure Fires*

Listed below are the common hazards faced in Hanford, each specific risk level, the associated critical tasking and ERF numbers, as well as the respective current deployments by the Hanford Emergency Dispatch Center:

Emergency Medical

Current Dispatch Level

1 Engine (3) or Truck (3)

1 Private Ambulance (2)

Total: **5**

Critical Tasks - Low/Moderate Risk EMS	
Task	Personnel
Command/Safety	1
Patient Assessment/Care	2
Patient Transport Ambulance	2
Effective Response Force	5

Current Dispatch Level

1 Engine (3) or Truck (3)

1 Private Ambulance (2)

Total: **5**

Critical Tasks - High Risk EMS	
Task	Personnel
Incident Commander w/Aide	2
Scene Safety	1
Triage	2
Treatment	4
Patient Transport Ambulance	4
Effective Response Force	12

Structure Fire

Current Dispatch Level

HFD 2 Engines (6), 1 Truck (3), 1 BC (1)

KCFD 1 Engine (2), 1 Truck (2)

Total: **14**

Critical Tasks - Low Risk Structure Fire	
Task	Personnel
Incident Commander	1
Attack Line	2
Back Up Line	2
Water Supply/Pump Operation	2
Search	2
Ventilation	3
Utilities	1
RIC (1 Officer, 2 FF's)	3
Effective Response Force	16

Current Dispatch Level

HFD 2 Engines (6), 1 Truck (3), 1 BC (1)

KCFD 1 Engine (2), 1 Truck (2)

Total: **14**

Critical Tasks - Moderate Risk Structure Fire	
Task	Personnel
Incident Commander	1
Attack Line	2
Back Up Line	2
Water Supply/Pump Operation	2
Search	2
Ventilation	3
Utilities	1
RIC (1 Officer, 2 FF's)	3
Effective Response Force	16

Current Dispatch Level

HFD 2 Engines (6), 1 Truck (3), 1
BC (1)

KCFD 1 Engine (2), 1 Truck (2)

Total: **14**

Critical Tasks - High Risk Structure Fire

Task	Personnel
Incident Commander w/Aide	2
3 Attack Lines	9
Water Supply/Pump Operation	2
Search Team	3
Ventilation + Aerial Operator	4
Ground Ladders	2
RIC (1 Officer and 3 FF)	4
EMS/Rehab	2
Effective Response Force	28

Current Dispatch Level

HFD 2 Engines (6), 1 Truck (3), 1
BC (1)

KCFD 1 Engine (2), 1 Truck (2)

Total: **14**

Critical Tasks - Maximum Risk Structure Fire

Task	Personnel
Incident Commander w/Aide	2
Incident Safety Officer	2
Fire Floor Division	1
Fire Floor Attack	9
Evacuation	4
Search	4
Ventilation	3
Floor Above Division	4
Staging	4
RIC	4
Lobby/Systems	4
Base	2
Effective Response Force	43

Wildland Fire

Current Dispatch Level
1 Engine (3), 1 Patrol (3)
Total: **6**

Critical Tasks - Low Risk Wildland	
Task	Personnel
Command/Safety	1
Investigation	2
Effective Response Force	3

Current Dispatch Level
1 Engine (3), 1 Patrol (3)
Total: **6**

Critical Tasks - Moderate Risk Wildland	
Task	Personnel
Incident Commander w/Aide	1
Safety	2
Perimeter Control	5
Evacuation	3
Defensive Containment	3
Effective Response Force	14

Hazardous Material

Current Dispatch Level
1 Engine (3), 1 Truck (3), 1 BC (1)
Total: **7**

Critical Tasks - Low Risk Haz-Mat	
Task	Personnel
Command/Safety	1
Investigation	2
Effective Response Force	3

Current Dispatch Level

1 Engine (3), 1 Truck (3), 1 BC (1)

Total: **7**

Critical Tasks - Moderate Risk Haz-Mat	
Task	Personnel
Incident Commander w/Aide	1
Safety	2
Perimeter Control	5
Evacuation	3
Defensive Containment	3
Effective Response Force	14

Current Dispatch Level

1 Engine (3), 1 Truck (3), 1 BC (1)

Total: **7**

Critical Tasks - High Risk Haz-Mat	
Task	Personnel
Incident Commander w/Aide	1
Incident Safety Officer	1
Assistant Safety Officer	1
Haz-Mat Tech Reference	1
Haz-Mat Group Supervisor	1
Entry Team	2
Back Up Team	2
Site Access Control	1
Medical Monitoring	1
Site Refuge	1
Decontamination	3
Effective Response Force	15

Technical Rescue

Current Dispatch Level

1 Engine (3), 1 Truck (3), 1 BC (1)

Total: **7**

Critical Tasks - Moderate Risk Tech-Rescue	
Task	Personnel
Incident Commander	1
Scene Safety	1
Stabilization	2
Extrication	3
Fire Protection	2
Patient Care	3
Effective Response Force	12

Current Dispatch Level

1 Engine (3), 1 Truck (3), 1 BC (1)

Total: **7**

Critical Tasks - High Risk Tech-Rescue	
Task	Personnel
Incident Commander w/Aide	2
Incident Safety Officer	1
Tech-Rescue Safety Officer	1
Entry Group Supervisor	1
Attendant	1
Entrant/Backup Entrant	2
Rigging/Hauling Team	8
Ventilation	2
Atmosphere Monitoring	2
Patient Assessment	1
Patient Treatment	2
Effective Response Force	23

Community Risk Reduction

Fire and life safety organizations should strive to prevent potential hazards from actually occurring, and lessen their impact when they do occur. The American fire service has historically been response oriented, resulting in the vast majority of available funds being allocated to fire and emergency suppression platforms. It has been proven that it is more cost-effective to prevent fires and other emergencies from occurring than it is to respond/suppress and recover from them. According to the Federal Emergency Management Agency (FEMA), “Response” is only one component of a Comprehensive Emergency Management Program. The other components include Mitigation, Preparation, and Recovery.

The Institution of Fire Engineers established the Vision 20/20 program of Community Risk Reduction (CRR). This effort focuses heavily on reducing risk in communities through 5 specific strategies: Education, Engineering, Enforcement, Economic Incentives, and Emergency Response (as focused with this document). NFPA 1300 defines Community Risk Reduction as “a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources to reduce their occurrence and impact.” The overall goal being to identify current community risks, or incident trends, and proactively work within the appropriate 5 strategies to reduce those risks or control those incident trends for the good of the community. The effective use of CRR requires a combined effort between the fire department and the community. Within the fire department, the CRR concept must become part of the organizational culture, coordinated and shared between fire administration, fire prevention/education, fire suppression, and emergency management/preparation.

Current CRR efforts in Hanford are limited to new construction review, an attempt to identify and complete state mandated inspections, fire cause investigation, limited fire education programs, and Cardio-Pulmonary Resuscitation (CPR) classes.

Station and Apparatus Deployment

The Insurance Services Office (ISO), is an organization which evaluates fire departments and their ability to suppress building fires. Categories such as fire station location, apparatus, staffing, training, water supply, emergency communications, and community risk reduction efforts are evaluated. A resulting rating number from 1 to 10 is issued, with 10 indicating virtually no fire suppression ability and a 1 indicating excellent fire suppression ability. These ratings are then utilized by the insurance industry to assist in setting rates for customers. Generally speaking, the higher the rating number, the higher the premiums, and the lower the number, the lower the premiums. Currently, the ISO rating for the City of Hanford is 2.

ISO recommends that in an urban/suburban area of response, a building be no further than 1 1/2 miles from an engine company and 2 1/2 miles from a truck company (Truck company required for 5 buildings of 3 floors or higher, and/or large buildings needing fire flow over 3,500 gallons per minute. Both exist in Hanford). Additionally, an engine company should not cover more than 9 square miles, and a truck company more than 25 square miles.

Station 1 is 2.3 miles from Station 3 with State Route 198 separating them, and 3.4 miles from Station 2. Stations 2 and 3 are 1.8 miles apart, with Kings County Stations 4 and 5 to the East and the West respectively, and within 4 minutes travel time. Additionally, Kings County Station 2 is located to the North, however, with current roadway infrastructure it is well beyond the 4 minute travel time to the City. While the quint is not counted as a full engine or truck company by the ISO, it does serve as an aerial device within the city limits of approximately 17 square miles, which is within ISO standards. None of the 3 Hanford stations cover more than 9 square miles.

NFPA 1710 states that a minimum of 4 personnel should staff an engine or a truck company. Documented studies https://www.nist.gov/system/files/documents/el/fire_research/Report-on-Residential-Fireground-Field-Experiments.pdf

demonstrating the improved efficiency of increased company staffing are published. Presently, HFD engine and quint companies are each staffed with 3 personnel.

Workload and System Reliability

Total Responses			
	2018	2019	2020
Station 1	4,934	4,025	3,375
Station 2	1,446	1,104	907
Station 3	N/A	1,441	2,092

Determining how busy fire units are is important for establishing their availability for the next call and because it provides insight on how much capacity various units have to handle more work, or whether additional units are needed. This is a critical part of a system's overall reliability. The first factor to determine

is the unit demand, or call volume. General guidelines for demand are:

- Very Low (Less than 500 responses per year)
- Low (500-999 responses per year)
- Moderate (1,000-1,999 responses per year)
- High (2,000-2,999 responses per year)
- **Very High** (3,000-3,999 responses per year)
- **Extremely High** (more than 4,000 responses per year)

The benchmark for consideration of additional units in a response area is 3,000 responses per year.

Unit Hour Utilization			
	2018	2019	2020
Station 1	29%	16%	22%
Station 2	8.6%	4.3%	6%
Station 3	N/A	5.7%	13%

The second factor in determining workloads is the Unit Hour Utilization (UHU). The UHU is a calculation that estimates the amount of time a unit is occupied on emergency calls as a percentage of the total amount of hours a unit is staffed and available for response. The specific formula used to calculate the UHU is:

$$\text{UHU}\% = \frac{\text{number of responses per year} \times \text{average call duration in hours}}{8,760 \text{ hours per year}}$$

The generally accepted UHU numbers should be between 5 and 15 percent. Which means the unit will be unavailable for calls between 5-15 percent of the time, and available for calls between 95 and 85 percent of the time. An UHU number higher than 15 is an indicator of a fire unit that may be too busy, and lowers the overall system reliability.

Outside Resource Called In			
	2018	2019	2020
Station 1	U/A	U/A	U/A
Station 2	U/A	U/A	U/A
Station 3	N/A	U/A	U/A

A third indicator as to the system reliability is determining what percentage of time an outside resource (a fire unit other than the first due), was called in to address an emergency because the regularly assigned unit was not available. It is important to clarify that a fire unit not being available for

a response doesn't necessarily mean it is occupied on an emergency call. While most of the time this would be the case, there are times the unit may be unavailable due to a mechanical issue, a training session, or at the hospital; restocking or picking up a firefighter that assisted the ambulance for a critical medical call.

Fire Loss vs. Fire Saved			
	2018	2019	2020
Property Value	U/A	\$22,001,146	\$69,618,692
Fire Loss	U/A	\$4,029, 981	\$1,830,538
Fire Saved	U/A	\$17,971,165	\$67,788,154

A fourth, and more subjective indicator as to the reliability of the system, are the annual fire loss vs. fire save dollar amounts. Reviewed on an annual basis, and compared to other more objective indicators, this information can be utilized

to evaluate the overall system effectiveness from year to year. This is especially valuable when reducing or adding personnel and apparatus to the fire delivery platform.

Evaluation of Current Deployment and Performance

Hazard Specific Risk Levels

Opportunity for Improvement #1: *Expand the current HFD Response Matrix to more accurately distinguish between the different hazard/risk levels in this report.*

The HFD Response Matrix is basic. It is not comprehensive enough to differentiate between the varied Risk levels of each specific Hazard. Comparing and aligning that information with the Hazard/Risk information in this report will create a more effective matrix, resulting in a more accurate matching of hazard/risk levels with the appropriate Effective Response Force.

Specifically, Structure Fire hazard types are not evaluated for the various risk levels. For example, structures are not differentiated in the Response Matrix between Low, Moderate, High, and Maximum. This means that a High Risk structure fire dispatch will receive an ERF equal to that of a Moderate Risk structure fire.

Opportunity for Improvement #2: *Maintain and expand the current Target Hazard program for all hazard types listed in this report, and integrate into the HFD Response Matrix. Additionally, improve the present Target Hazard pre-planning program for shift personnel.*

There is a limited Target Hazard program within the HFD, including a robust inventory. By expanding this program, and also applying the obtained knowledge to the Response Matrix, a higher percentage of adequate ERF's will be dispatched to each Target Hazard incident. Most importantly, this will ensure that responding personnel have as much information as possible regarding the emergency. By utilizing a collaborative effort between fire suppression companies, fire prevention personnel, and City of Hanford building officials, an even more robust Target Hazard system can be created and utilized, resulting in a more comprehensive community risk assessment

and response plan. The lack of pre-planning Target Hazards by suppression companies resulted in loss of points during the latest ISO evaluation (See *Appendix H*).

Performance Measures

Opportunity for Improvement #3: *Establish “Call Answering” and “Call Processing” performance measures and review monthly.*

“Call Answering” and “Call Processing” performance measures do not exist and therefore are not monitored, reviewed, or acted upon. This issue negatively impacted the latest ISO evaluation (See *Appendix H*). Examples:

“95% of emergency calls will be answered within 15 seconds”

“90% of all emergency calls will be processed and dispatched within 64 seconds”

Performance measures should be evaluated at regular monthly intervals.

Opportunity for Improvement #4: *Conduct “Turnout Time” trials to determine standards that are realistic to local conditions.*

Current “Turnout Time” percentages are well below the 90% goal. While 60 and 80 seconds respectively are the NFPA standards, the time should reflect local conditions such as station layout. Additionally, promptness must be balanced with safety. Conducting time trials to determine what is adequate for local conditions will assist in creating HFD turnout standards that are not only realistic, but enforceable.

Opportunity for Improvement #5: *Establish “First Unit Total Response Time” performance measures for EMS and Fire incidents, and review monthly.*

A “First Unit EMS Total Response Time” or “First Unit Fire Total Response Time” performance measure does not exist. The content of such should include the Call Answering, Call Processing, Turnout, and Travel time standards. Examples:

“The Total Response Time for the First Arriving Unit at an EMS Incident should be 6 minutes and 19 seconds or less, with 90% dependability.”

“The Total Response Time for the First Arriving Unit at a Fire Incident should be 6 minutes and 29 seconds or less, with 90% dependability.”

The performance measure for Call Answering, Call Processing, Turnout Time, and Travel Time should be broken down under the “Total Response Time” standard to allow fire management to evaluate potential problem areas. This evaluation should take place at regular monthly intervals.

Opportunity for Improvement #6: *Establish an “Effective Response Force Total Response Time” performance measure, and review monthly.*

An “Effective Response Force Total Response Time” performance measure does not exist. Example:

“The Total Response Time for an Effective Response Force at an incident should be 10 minutes and 39 seconds or less, with 90% dependability”

The difference in the first arriving unit standard and the Effective Response Force standard is the 4 additional minutes “Travel Time” for the balance of the ERF to arrive on scene, per NFPA 1710.

The performance measures for Call Answering, Call Processing, Turnout Time, and Travel Time should be broken down under the “Total Response Time” standard to allow fire management to evaluate potential problem areas. This evaluation should take place at regular monthly intervals.

Critical Tasking and Effective Response Forces

Opportunity for Improvement #7: *Evaluate through exercise, the generic Critical Tasking numbers in this report for adequacy to HFD needs.*

The Critical Tasking charts provided in this report are generic and based upon industry standards and best practices. However, they have not been verified as to their relevancy to the HFD. Critical Tasking exercises should be conducted by every fire department to determine what specific personnel numbers are required for each specific need. Once HFD Critical Tasking numbers are determined, they should be compared to the Response Matrix for each hazard and risk level to ensure compliance and consistency. For example, as previously mentioned, it is clear at this time that the Response Matrix is not adequate for High Risk Structure Fire incidents. By verifying Critical Tasking numbers and matching them to the Response Matrix, the ERF dispatched will meet the risk level of the hazard.

Community Risk Reduction

Opportunity for Improvement #8: *Assemble a working group of stakeholders to evaluate the CRR concept based upon NFPA 1300 Standard, explore ways to overcome fiscal constraints, and coordinate and expand its limited use in the HFD.*

Opportunity for Improvement #9: *Establish a mission statement for the present Fire Prevention Division, reflecting what is to be delivered on a daily basis, in accordance with the community risk reduction concept. Additionally, establish a vision statement, creating a goal of where these efforts should ultimately lead.*

Opportunity for Improvement #10: *Evaluate and update for approval, a current and comprehensive fee schedule for fire prevention (CRR) services to ensure maximum allowable cost recovery. The goal, being to increase staffing and expand efforts toward improved community risk reduction.*

Opportunity for Improvement #11: *Conduct a cost/benefit analysis and position justification evaluation in an effort to determine the number of additional personnel needed in the Fire Prevention Division. This should be based upon the ability to establish a productive community risk reduction program.*

Opportunity for Improvement #12: *Begin dialogue with Kings County OES to collaboratively improve the communication, cooperation, and bolstering of both City and County Emergency Management programs.*

There is a need to greatly expand the CRR efforts in Hanford due to minimal legacy related attention. Under current leadership there is a desire to move in this proactive direction, however, with a limited fire prevention budget and resulting minimal staff, simply establishing a basic inspection program has been a challenge. Staff is largely concentrating on state mandated inspections, (apartments, schools, hotels/motels, etc.). Even so, state mandated fire inspections are not all being completed, or even accurately inventoried at this time. This includes buildings with sprinklers, fire alarms, and hood systems. Additionally, only a small number of annual business inspections are being conducted, including hazardous material permitted occupancies. New construction plan reviews and approvals are coordinated between the building and fire departments and a third party contractor.

Public fire and life safety education efforts include school programs presented by on-duty fire companies, public CPR classes, weekly street faire booths, and station tours.

There does not appear to be a collaborative effort between Kings County OES and the HFD in the areas of emergency management, disaster preparation/training of entity personnel, or community disaster education. This is a significant CRR issue, considering that the bulk of the county population is based in the City of Hanford, as well as the City and County local governments and related infrastructure.

Tracking, identifying, and acting upon negative community trends is not presently occurring. For example, noticing an increase in cooking fires, chimney fires, incendiary fires, drownings or other medical emergencies, and then taking positive steps to prevent those occurrences within the strategies of CRR. These efforts are paramount to embracing the CRR concept, and will result in a safer community.

There does appear to be the basis of a Target Hazard program. These structures have been identified within the city, resulting in what appears to be a thorough inventory.

This inventory includes, but is not limited to, Pre-1933 unreinforced masonry buildings, which present a significant collapse hazard to emergency personnel and citizens under fire conditions and during an earthquake. Additionally, a new follow up practice is being initiated which assigns on-duty fire companies to review and preplan these hazardous buildings on a rotating basis.

Station and Apparatus Deployment

Opportunity for Improvement #13: *Work collaboratively with City of Hanford to increase staffing on Engines 41, Truck 42, and Engine 43 to a level of 4 each, and maintain this level as minimum staffing for future units.*

The City of Hanford has an ISO rating of 2 (See Appendix H). This is a respectable number, however it does leave considerable room for improvement. In the most recent evaluation (See Appendix H), the majority of points were lost due to low daily staffing. This issue is also directly related to the inability to assemble an Effective Response Force within the NFPA 1710 Standard of 8 minutes travel time. Staffing each company with a minimum of 4 personnel increases the amount of firefighters arriving on scene in the initial minutes of the emergency. Increasing these numbers also reduces the amount of companies that must be ultimately dispatched to meet the standard, which leaves more companies available for subsequent incidents. Additionally, increasing the minimum staffing levels to 4, greatly increases the efficiency of each company.

The latest update of the City of Hanford General Plan acknowledges these standards:

“NFPA 1710 is a standard concerning engine and ladder company crew size to respond with the appropriate number of firefighters in the minimum amount of time to fires and medical emergencies. The standard calls for 4 firefighters to arrive at a fire scene within 5 minutes, 90% of the time. The 5-minute standard includes 1 minute to get into turnout gear. The standard also calls for 14 or 15 people to arrive at a “Full Alarm Assignment” within 9 minutes, 90% of the time. The 9-minute standard includes 1 minute to get into turnout gear. Currently the Hanford Fire Department can put a maximum of 7 firefighters on an emergency incident at any given time.”

Opportunity for Improvement #14: *Work collaboratively with City of Hanford to create shift battalion chief positions, in the effort to meet the NFPA 1710 standard on Effective Response Force.*

To meet the NFPA 1710 standard, in regard to an Effective Response Force, a command officer must arrive within the 8 minute travel time. Presently, the HFD does not have shift battalion chief positions. As a result, a command officer must respond from administrative duties or from home. This is not a guaranteed response and can and has resulted in delays or the absence of a command officer arriving on scene.

Opportunity for Improvement #15: *Work collaboratively with City of Hanford to begin master planning an additional fire station and engine company in the general area of 13th Ave. and Grangeville Blvd.*

Opportunity for Improvement #16: *Work collaboratively with City of Hanford to begin master planning an additional fire station and engine company in the general area of 9th Ave. and Lacey Blvd.*

Opportunity for Improvement #17: *Work collaboratively with City of Hanford to forecast and master plan the probable need to relocate Fire Station 1 east and north of its present location, in the general area of 10th Ave. and E. Fargo Ave.*

Opportunity for Improvement #18: *Work collaboratively with City of Hanford to implement the above opportunities for improvement. Successful completion of these items will result in an ERF of 16 arriving within the 8 minute travel time standard, meeting Low and Moderate Critical Task standards for structure fire hazards, and leaving one engine company available for subsequent calls for service, all without the use of automatic aid.*

ISO states that in an urban/suburban environment, engine companies should be no further than 1 1/2 miles from the furthest building. This logically translates that engine companies should be no further than 3 miles apart. ISO also states that truck companies should be no further than 2 1/2 miles from the furthest building, or 5 miles

from each other. The current 3 stations and engine and truck placement generally meet this standard. However, there are current and future issues when the NFPA 1710 4 minute travel time standard is applied. Currently, areas in the Southeast, the Northwest, and the North are beyond the 4 minute time standard. Times are extended even more when the sphere of influence proposed city limits are laid over the current city limits.

To improve travel times within the current city limits, as well as meet the travel time standard in the proposed city limits (City of Hanford General Plan), two additional stations and one current station relocation are needed.

Opportunity for Improvement #19: *Work collaboratively with City of Hanford to implement the above opportunities for improvement, in the effort to increase the firefighter to population ratio to 1 per 1000. It is important to note that whether the above opportunities for improvement are carried out specifically as recommended, or in some other manner, the significance of this gap between what currently exists and industry standards and best practices - cannot be overstated. Increasing the fire department daily staffing is the most critical need facing the Hanford Fire Department.*

The generally accepted industry standard ratio of career firefighters to an entity's population is 1 firefighter for every 1,000 citizens. In 2013, when the current City of Hanford General Plan was updated, that ratio was at .49 firefighters per 1000 citizens. While firefighters have been added since 2013, the population has also increased. As a result, that ratio continues to be generally accurate.

The current City of Hanford General Plan states, in part:

"Fire and Rescue Personnel. The following guidelines are identified in the International City/County Management Association (ICMA) Yearbook (2011). ICMA identifies leading practices to address the needs of local governments and professionals serving communities globally. The Yearbook recommends 1.02 firefighters per 1,000 population. With that recommendation, the Hanford fire department would have 55 fire suppression personnel. Currently, the department has 27 fire suppression personnel, which is a ratio of .49 firefighters per 1,000 population."

“The national average is 1.3 per 1,000 and the statewide average is .92/1,000. The neighboring city of Tulare currently staffs .70 firefighters per 1,000.”

Workload and System Reliability

The current HFD Workload and System Reliability evaluation consists of annual response numbers and UHU percentages for each engine and truck. Presently, accurate data on outside resources being dispatched into a primary unit's area is not available. Utilizing two of the three evaluation tools, the following observations can be made:

1. Engine 41 has surpassed the 3,000 call benchmark to consider adding a second unit.
2. Engine 41 is over the desired 15% maximum Unit Hour Utilization benchmark.

Note: Adhering to the Opportunities for Improvement in this report should remedy the Workload and System Reliability observations listed above. Other options include, but are not limited to: 1) Ensure appropriate 911 call triaging is as efficient as possible to reduce unnecessary dispatches, and/or 2) Add a squad or second company to Station 1.

Plan for Maintaining and Improving Response and Risk Reduction Capabilities

The goal of establishing, maintaining, reviewing, and improving this Community Risk Assessment/Standards of Response Coverage document is based upon the concept of continual improvement. By clarifying the baseline performance of the organization, then comparing it to established industry standards and best practice benchmarks, gaps in performance become evident, as well as the need to think strategically, and develop plans to overcome them. This is the easy part of the process.

The difficult part of the process includes maintaining continual focus on the benchmarks, improving data input as well as creating, reviewing, and interpreting useful status output reports, adjusting strategic action plans as necessary, and most importantly, holding each other accountable for our responsibilities within the process.

The Hanford Fire Department, as an organization, commits to utilizing, maintaining, expanding, and annually updating this document as a useful tool in the continual process of organizational strategic planning, in the pursuit of attaining the stated vision.

Correlation of CRA-SORC Document to Accreditation Model

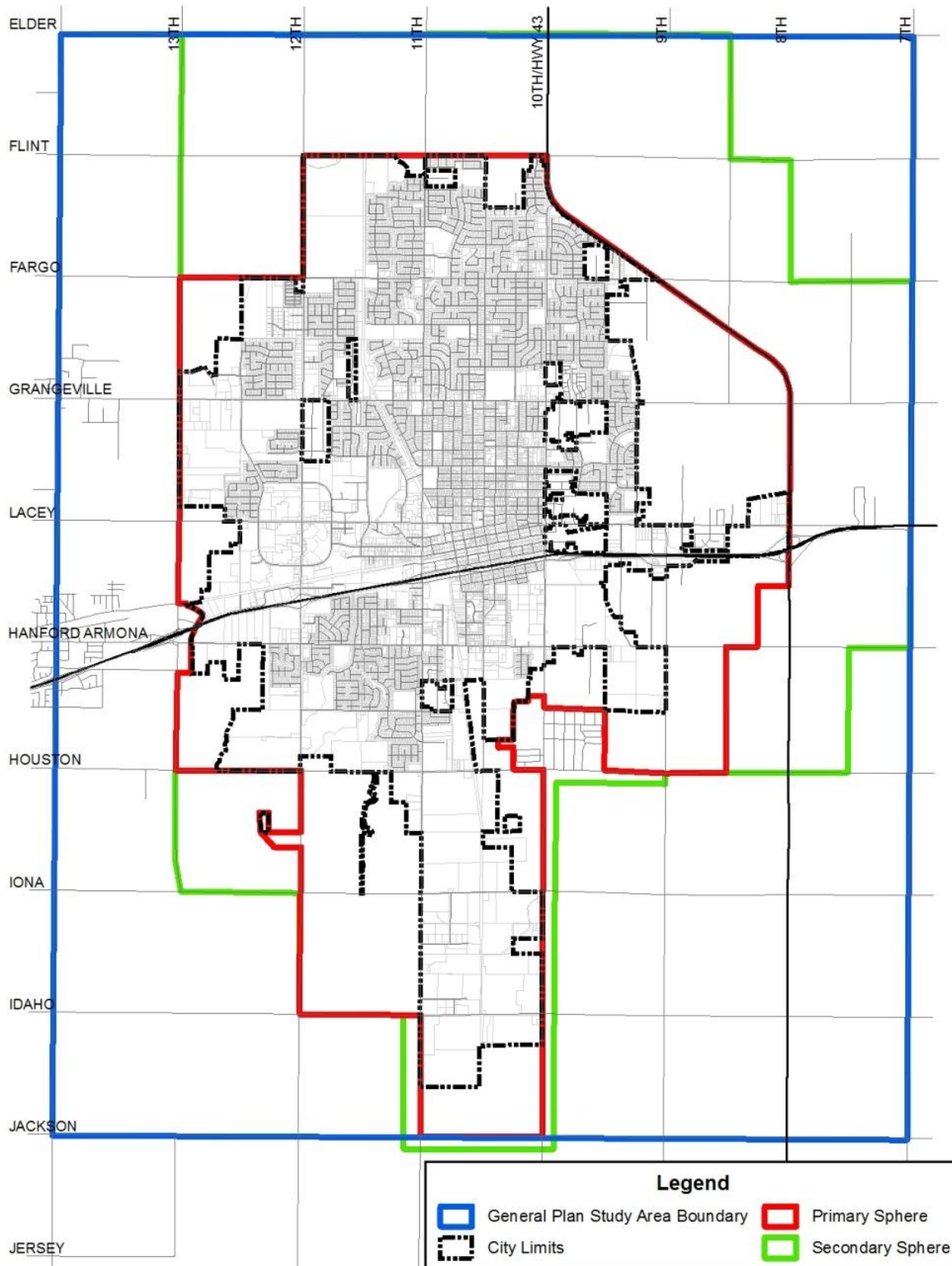
It is the goal of the Hanford Fire Department to, at some point, become an accredited agency under the Commission on Fire Accreditation International (CFAI). The creation of this Community Risk Assessment/Standards of Response Coverage document is a core competency requirement of this process. The Department understands that the organization cannot be considered for evaluation by the CFAI until at minimum, 3 years of response data are established, and all other core competency requirements listed in the Center for Public Safety Excellence (CPSE), Fire and Emergency Service Self-Assessment Manual are completed.

The HFD also understands that this document is an industry best practice and should be fully utilized to continually improve service to the citizens, irrelevant of the attainment of Fire Accreditation.

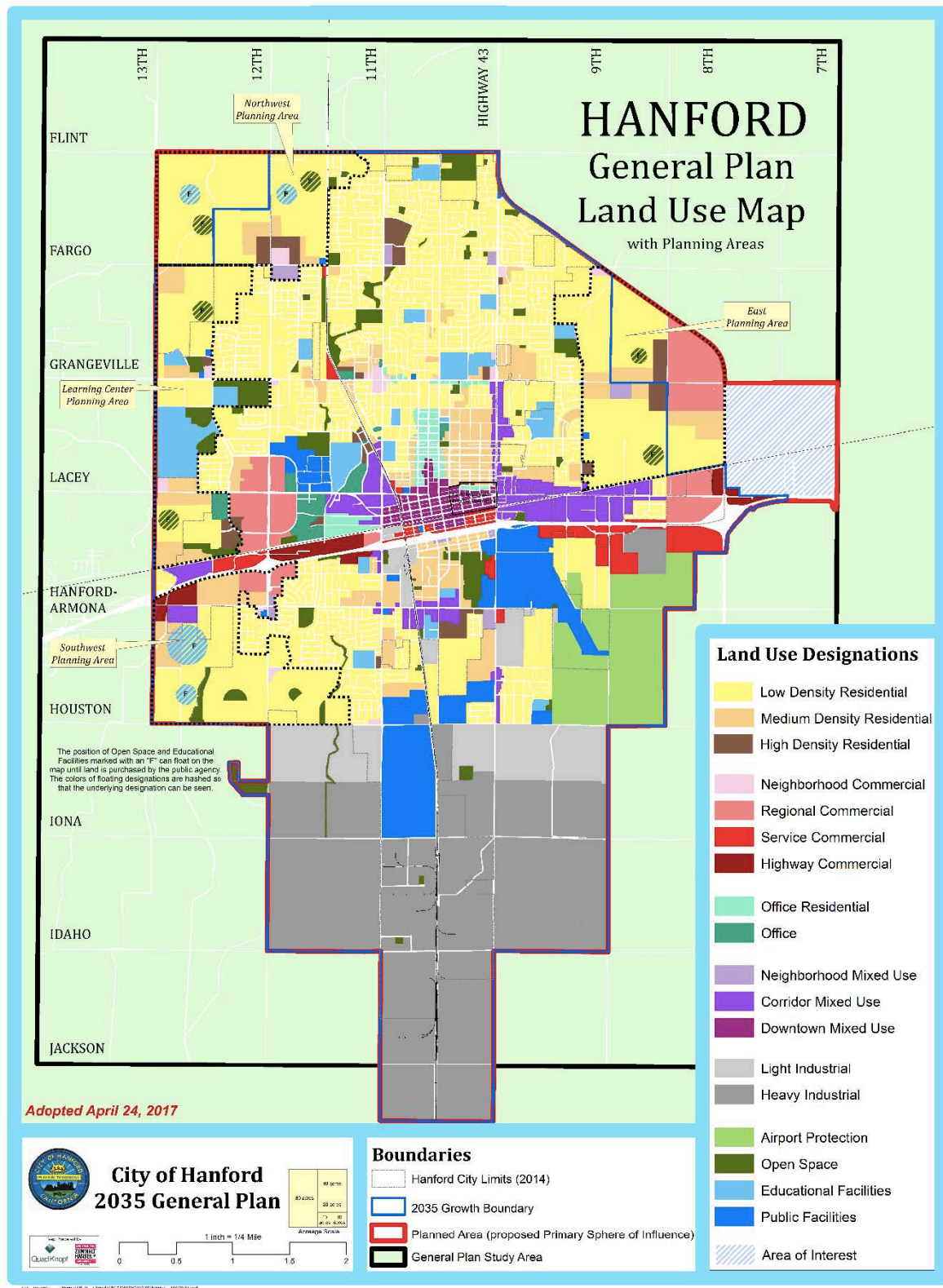
Appendices

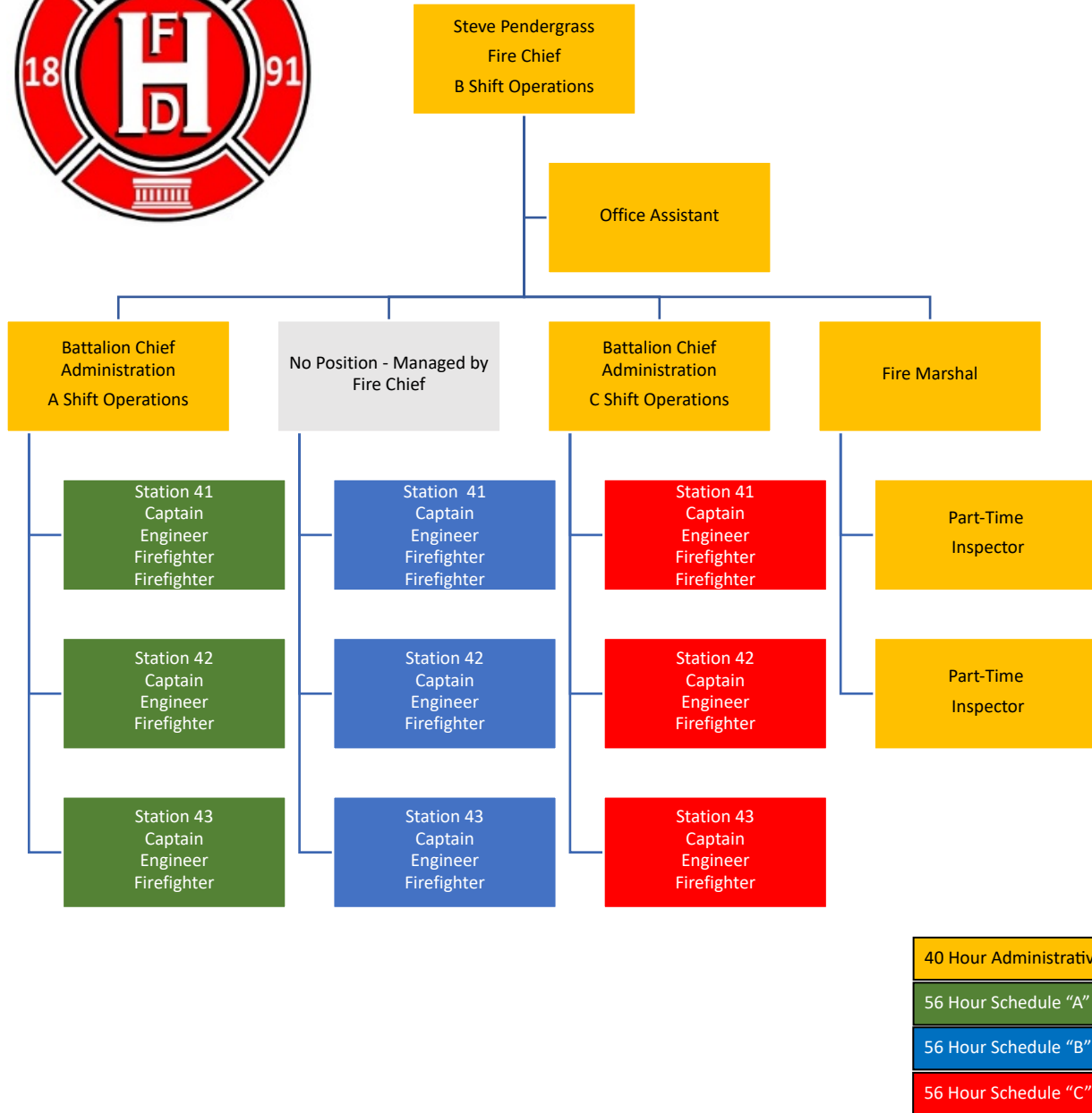
Appendix A

Planning Area, SOI & City Limits



Appendix B Land Use Map

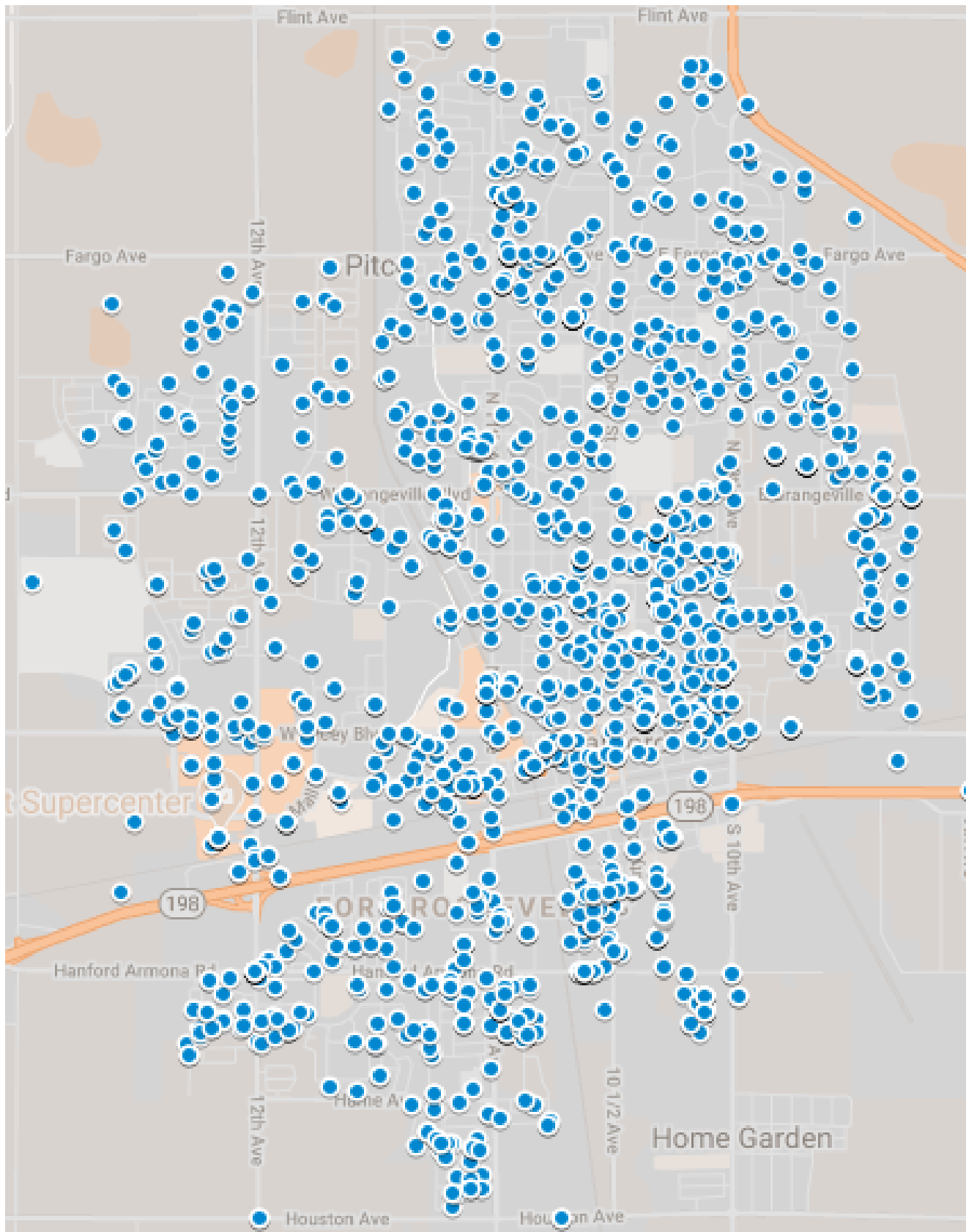




40 Hour Administrative Schedule
56 Hour Schedule "A" Shift
56 Hour Schedule "B" Shift
56 Hour Schedule "C" Shift

HANFORD FIRE DEPARTMENT - 2020 EMS

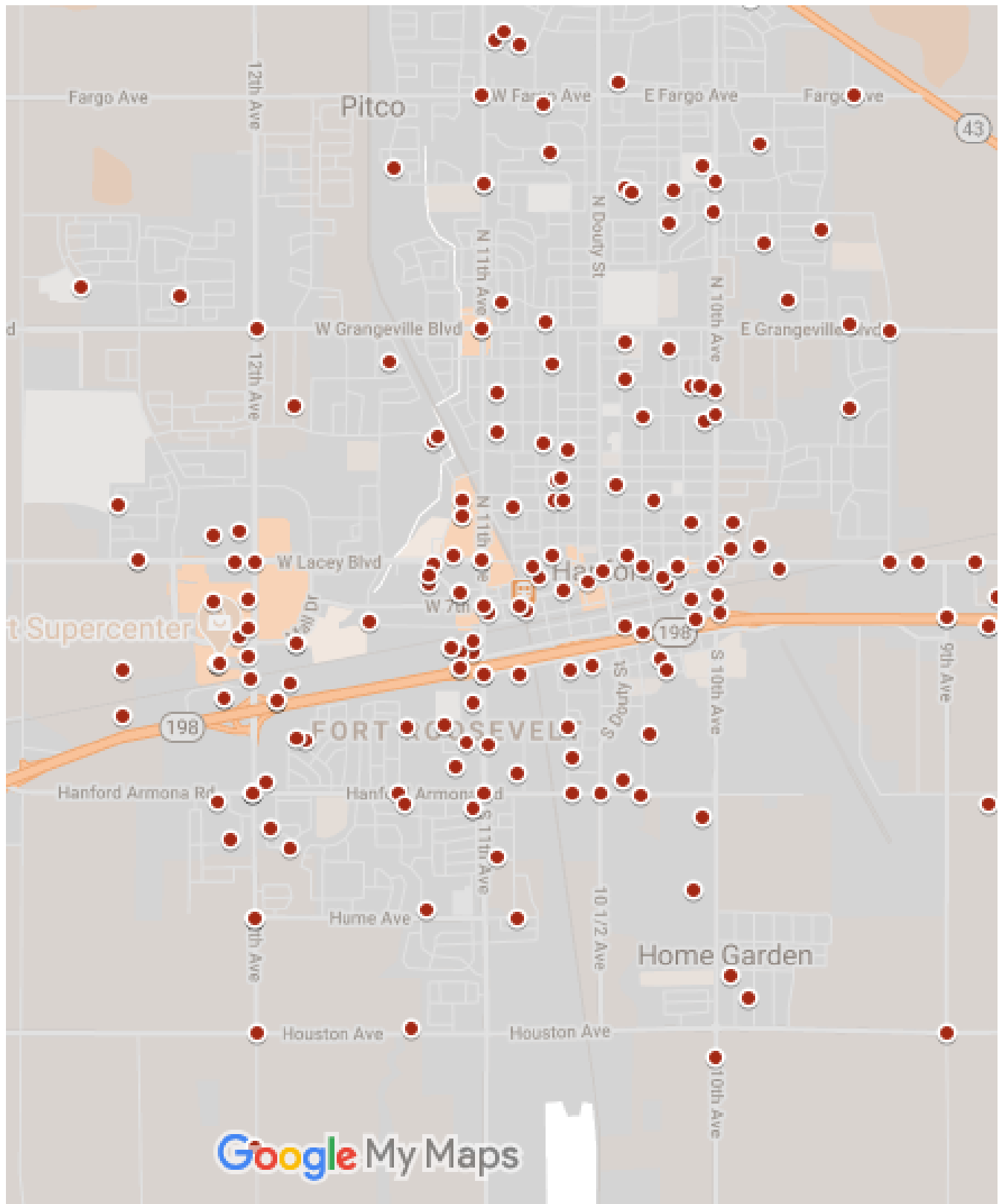
Reflects all EMS types; medical response, traffic accident with injury, rescue, etc.



Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

HANFORD FIRE DEPARTMENT - 2020 FIRES

Reflects all fire types; structure, vehicle, vegetation, other



Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

Name :	Hazard :
Adventist Medical Center	Life Construction
Kings County Courthouse	Life, Construction
Sierra Pacific High School	Life
College of the Sequoias	Life
Frontier Elementary School	Life
Pioneer Elementary School	Life
Edgewater Isle Apartments	Life
River Oaks Apartments	Life
Washington Elementary School	Life
11 th at Fargo Condos	Life
Cortner Square Apartments	Life
Monroe Elementary School	Life
Simas Elementary School	Life
55+ Mobile Home Park	Life
Cedarbrook Apartments	Life
Hanford High School	Life
Sierra Vista Mobile Home Park	Life
Hanford del Arroyo Mobile home Park	Life
Hamilton Elementary School	Life
Lee Richmond Elementary School Life	Life
Shelly Baird School	Life
JFK Middle School	Life
Kings Garden Apartments	Life
EFJ High school	Life
Central Valley General	Life, construction
St.Rose McCarthy School	Life
Redington at Florinda Apartments	Life
Woodrow Wilson Middle School	Life
Shilo Apartments	Life
Greenfield Condos	Life
Apartments on Greenfield	Life
Casa del Rio Apartments	Life

TARGET HAZARD

4.B.a

Outrigger Apartments	Life
Normandy Apartments	Life
Kerr outpatient surgery center	Life, construction
Hanford West High School	Life
Kings County Jail	Life, construction
Centennial Place Apartments	Life
Heritage Park Retirement	Life
Four season mobile home park	Life
Opera House	Life, construction
Vendome	Life, construction
Carnegie Building	Construction
Bastille	Construction
Original courthouse	Construction
Marquez Brothers	Hazmat
Amberwood Apartment complex	Life
Bel Air Mobile home park	Life
Casa del sol apartments complex	Life
Diamond Terrace Retirement	Life
Hacienda Healthcare Assisted Living	Life
Windgate Apartments Complex	Life
Terra Vista Apartment Complex	Life
Hanford Apartments	Life
Martin Luther King Elementary	Life
Hanford Mall	Life
Hanford Post-Acute Assisted Living	Life
Jordan Way Apartment Complex	Life
Jana Way and Emma lee Apartments	Life
Kings Nursing and Rehab Assisted Living	Life
Lacey West Apartments Complex	Life
Leslie Lane Apartments Complex	Life
Lincoln plaza Apartments complex	Life
Lincoln elementary school	Life
Redwood Apartments complex	Life

Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

TARGET HAZARD

4.B.a

Sequoia Inn hotel	Life, construction
Home2Suites Hotel	Life, construction
View road Apartments complex	Life
Verdegaal Brothers	Hazmat
Tessengerlo Kerley Inc.	Hazmat
Walmart Distribution Center	Hazmat
Nitrogen Ag Solution	Hazmat
Simplot	Hazmat
Wastewater Treatment	Hazmat
Faraday Futures Electric Cars	Construction, Hazmat
BNSF Railroad	Hazmat
Artesian Building	Construction

Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

Public Protection Classification (PPC™) Summary Report

Hanford

California (N)

Prepared by

**Insurance Services Office, Inc.
1000 Bishops Gate Blvd., Ste. 300
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Mt. Laurel, New Jersey 08054-5404
1-800-444-4554**

May 2016

Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

Data Collection and Analysis

ISO has evaluated and classified over 48,000 fire protection areas across the United States using its FSRS. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRs score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

PPC Grade

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

PPC	Points
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRs creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRs fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRs creditable water supply.
- Class 10 does not meet minimum FSRs criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

What's changed?

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

What's changed with Class 10W?

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

What does the fire chief have to do?

Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

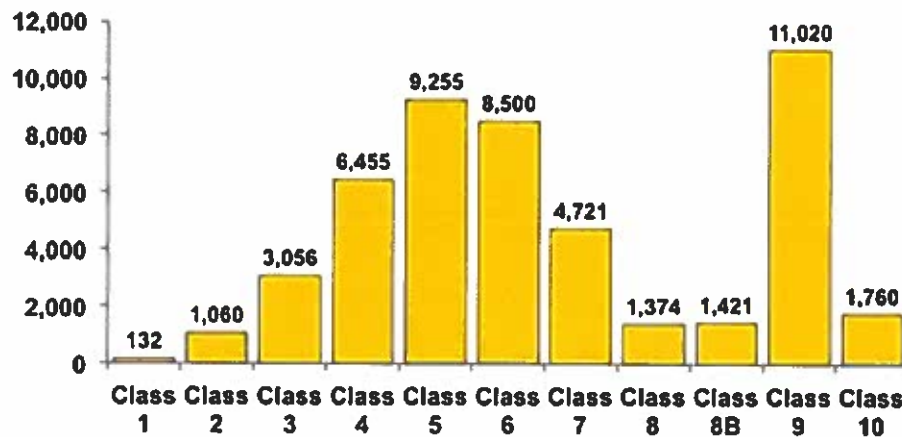
What if I have additional questions?

Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

Distribution of PPC Grades

The 2015 published countrywide distribution of communities by the PPC grade is as follows:

Countrywide



Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRs and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

PPC Review

ISO concluded its review of the fire suppression features being provided for Hanford. The resulting community classification is **Class 02**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	3.00	3
422. Credit for Telecommunicators	3.34	4
432. Credit for Dispatch Circuits	1.72	3
440. Credit for Emergency Communications	8.06	10
Fire Department		
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	0.61	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.50
561. Credit for Deployment Analysis	5.76	10
571. Credit for Company Personnel	9.02	15
581. Credit for Training	8.06	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	34.95	50
Water Supply		
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	4.80	7
640. Credit for Water Supply	37.80	40
Divergence	-4.92	—
1050. Community Risk Reduction	4.75	5.50
Total Credit	80.64	105.50

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	3.00	3
422. Credit for Telecommunicators	3.34	4
432. Credit for Dispatch Circuits	1.72	3
Item 440. Credit for Emergency Communications:	8.06	10

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

Item 410. Emergency Reporting (CER)	Earned Credit	Credit Available
A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1 For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.	20.00	20
1. E9-1-1 Wireless Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points	25.00	25
2. E9-1-1 Voice over Internet Protocol (VoIP) Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points	25.00	25
3. Computer Aided Dispatch Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)	15.00	15
4. Geographic Information System (GIS/AVL) The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.	15.00	15
Review of Emergency Reporting total:	100.00	100

Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
A1. Alarm Receipt (AR) Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	20.00	20
A2. Alarm Processing (AP) Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	13.48	20
B. Emergency Dispatch Protocols (EDP) Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.	20.00	20
C. Telecommunicator Training and Certification (TTC) Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.	20.00	20
D. Telecommunicator Continuing Education and Quality Assurance (TQA) Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions	10.00	20
Review of Telecommunicators total:	83.48	100

Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 "Credit for Dispatch Circuits (CDC)" = 1.72 points

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	0.61	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.5
561. Credit for Deployment Analysis	5.76	10
571. Credit for Company Personnel	9.02	15
581. Credit for Training	8.06	9
730. Credit for Operational Considerations	2.00	2
Item 590. Credit for Fire Department:	34.95	50

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3500 gpm.

Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **3 engine companies**

- a) **2 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **3 engine companies** to support a Basic Fire Flow of 3500 gpm.
- c) **3 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRs recognizes that there are **3 engine companies** in service.

The FSRs also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRs provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 6.00 points

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.50 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 3500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **1 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **0 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 0.61 points

Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.00 points

Item 561 – Deployment Analysis (10 points)

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 “Credit Deployment Analysis (DA)” = 5.76 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 "Credit for Company Personnel (CCP)" reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, "Kelley" days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **8.66 on-duty personnel** and an average of **2.00 on-call personnel** responding on first alarm structure fires.

Item 571 "Credit for Company Personnel (CCP)" = 9.02 points

Item 581 – Credit for Training (9 points)

Training	Earned Credit	Credit Available
A. Facilities, and Use For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.	35.00	35
B. Company Training For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.	25.00	25
C. Classes for Officers For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.	12.00	12
D. New Driver and Operator Training For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	5.00	5
E. Existing Driver and Operator Training For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	5.00	5
F. Training on Hazardous Materials For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.	1.00	1
G. Recruit Training For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.	5.00	5
H. Pre-Fire Planning Inspections For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.	1.56	12

Item 580 “Credit for Training (CT)” = 8.06 points

Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures The department should have established SOPs for fire department general emergency operations	50	50
Incident Management Systems The department should use an established incident management system (IMS)	50	50
Operational Considerations total:	100	100

Item 730 "Credit for Operational Considerations (COC)" = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	4.80	7
Item 640. Credit for Water Supply:	37.80	40

Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 "Credit for Supply System (CSS)" = 30.00 points

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 "Credit for Hydrants (CH)". This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 2060 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets	2060
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	0
E./F. Flush Type, Cistern, or Suction Point	0

Item 621 "Credit for Hydrants (CH)" = 3.00 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 "Credit for Inspection and Flow Testing (CIT)". This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 2.40 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

Frequency	Points
5 years	40
6 years	30
7 years	20
8 years	10
9 years	5
10 years or more	No Credit

Total points for Fire Flow Testing = 2.40 points

Item 631 "Credit for Inspection and Fire Flow Testing (CIT)" = 4.80 points

Divergence = -4.92

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Community Risk Reduction

	Earned Credit	Credit Available
1025. Credit for Fire Prevention and Code Enforcement (CPCE)	1.71	2.2
1033. Credit for Public Fire Safety Education (CFSE)	2.06	2.2
1044. Credit for Fire Investigation Programs (CIP)	0.98	1.1
Item 1050. Credit for Community Risk Reduction	4.75	5.50

Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect.	10.00	10
Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities.	2.84	8
Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel.	3.10	6
Fire Prevention Programs (PCP) Evaluation of fire prevention programs.	15.10	16
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	31.04	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available
Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	10.00	10
Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education.	27.50	30
Review of Public Safety Education Programs (CFSE) subtotal:	37.50	40

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations.	8.00	8
Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training.	3.90	6
Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Investigation Programs (CIP) subtotal:	17.90	20

Summary of PPC Review**for****Hanford**

FSRS Item	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	3.00	3
422. Credit for Telecommunicators	3.34	4
432. Credit for Dispatch Circuits	1.72	3
440. Credit for Emergency Communications	8.06	10
Fire Department		
513. Credit for Engine Companies	6.00	6
523. Credit for Reserve Pumpers	0.50	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	0.61	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.5
561. Credit for Deployment Analysis	5.76	10
571. Credit for Company Personnel	9.02	15
581. Credit for Training	8.06	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	34.95	50
Water Supply		
616. Credit for Supply System	30.00	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	4.80	7
640. Credit for Water Supply	37.80	40
Divergence	-4.92	-
1050. Community Risk Reduction	4.75	5.50
Total Credit	80.64	105.5

Attachment: HFD CRA-SORC 2022 (FD: Guiding Documents Review)

Final Community Classification = 02

INSURANCE SERVICES OFFICE, INC.
HYDRANT FLOW DATA SUMMARY

City Hanford State California (N) Witnessed by: Insurance Services Office Date: Apr 20, 2016
County Kings State (04)

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM $Q=(29.83(C(d^2)p^{0.5}))$		PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
1		Crown & Industry	Hanford City, Main	0	0	100	56	750	5000		
10		W. Lacey (1500 blk)	Hanford City, Main	0	0	60	34	2500	3800		
10.1		W. Lacey (1500 blk)	Hanford City, Main	0	0	60	34	4000	3800		
11		N. 11th (1716)	Hanford City, Main	0	0	57	39	3500	4500		
12		Douty & Grangeville	Hanford City, Main	0	0	62	37	2500	3000		
13		Lemonswood & Greenwood	Hanford City, Main	0	0	57	34	1500	3200		
14		N. 11th & Fargo	Hanford City, Main	0	0	51	38	3000	3200		
15		102 S 11th	Hanford City, Main	0	0	0	0	7500	3174		
16		112 E 7th	Hanford City, Main	0	0	0	0	5500	1612		
17		103 S Williams	Hanford City, Main	0	0	0	0	5000	1979		
18		101 S 11th	Hanford City, Main	0	0	0	0	4500	3114		
19		113 S Douty	Hanford City, Main	0	0	0	0	4500	5123		
2		Woodland & Hanford-Armona	Hanford City, Main	0	0	52	26	1000	3100		
20		602 E 6th	Hanford City, Main	0	0	0	0	4000	2716		
21		112 E 7th	Hanford City, Main	0	0	0	0	4000	4271		
22		140 N 12th	Hanford City, Main	0	0	0	0	4000	1767		

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

*Comm = Commercial; Res = Residential.

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

California (N)
State (04)

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

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*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.



City of Hanford

Fire Department

Strategic Plan 2022-2027

Attachment: HFD Strategic Plan 2022-2027 (FD: Guiding Documents Review)



Prepared for the Hanford Fire Department

Prepared by **Mike Kraus Leadership**

February 14, 2022

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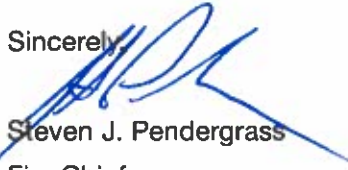
I am proud to present the City of Hanford Fire Department 2022-2027 Strategic Plan. Planning Tomorrows is critical to optimize efficiency, improve quality, and provide for the safety of the citizens we serve.

This document represents a collaborative effort from community members, stakeholders, and the department Strategic Plan Steering Committee to develop guiding documents designed to identify and mitigate gaps in fire service to the City of Hanford. Maintaining our guiding documents is critical toward ensuring that we are held accountable for delivery of service, maintaining industry standards and best practices, while maintaining fiscal responsibility to our citizens.

Hanford Fire Department takes our mission seriously. To deliver effective professional risk reduction and emergency response requires our personnel to embrace change and adapt to demands of incident mitigation. We prefer to prevent an incident from occurring while maintaining the tools necessary to manage the emergencies that come. This plan provides a road map to address current and future needs while remaining flexible to fiscal constraints. Like emergency activity, the fire service is dynamic and recognizes that innovation and creativity is critical to continue providing excellent customer service. Working with City officials, this document provides a foundation to improve the fire platform for the citizens of Hanford.

People are who serve and People are who we serve. This concept provides Hanford Fire Department with value. Through the efforts of our collective People, we will strive to mitigate the 'opportunities for improvement' outlined in this plan. Thereby accomplishing the vision to advance public safety through metrics, self-assessment, industry advancements; while remaining proactive and in control of our future; accepting the challenges that will come with the same discipline and integrity of our forebears.

Sincerely,



Steven J. Pendergrass
Fire Chief

Introduction

A Strategic Plan gives an organization a sense of purpose and direction. It answers such questions as: “Why are we here? What is our purpose? What do we value? Where do we need to improve? And how do we get there?” Ideally, when the 5 year Strategic Plan is completed, the stated mid-range vision is accomplished.

This is the second in a series of three planning documents utilized by the fire service. It follows the Community Risk Assessment/Standards of Response Coverage (CRA/SORC), and precedes the Fire Master Plan. These documents, linked together, support a Planning Continuum, intended to inform and assist elected and appointed officials in improving fire and life safety platforms in their respective communities.

A Strategic Plan is not a secret document for Management. It is the guiding document which both internal and external stakeholders have provided input. It is a working document which everyone in the organization has access to and refers to when significant decisions are to be made. It should be continually updated as progress is made, or, as adjustments must be made to its content.

A Strategic Plan contains the following key information which is crucial for an organization to live by, in order to be successful:

1. The **Core Values** of the Organization – What Values are important to us? What Values should we be held responsible for as individuals, and as an organization?
2. The **Mission** of the Organization – Why we are here? What we are charged with carrying out on a daily basis?
 - a. **Performance Measures** – Measurable evaluation tools put into place to ensure that the organizational performance stays on track and continues to meet the Mission(s) of the organization.

3. The **Vision** of the Organization – Where are we going? What are we striving to be in the mid-range or 5 year future? No organization is perfect, but each must have a Vision of what that organization would look like if it *were* perfect.

- a. **Strategic Issues/Initiatives** - Current high priority Issues that must be dealt with to improve the organization. These issues are generally short to mid-range issues (5 years or less). From these issues, formal, positive, action-oriented Initiatives are crafted to align with the associated Action Plans.

- i. **Action Plans** – Each Strategic Initiative must have an associated Action Plan to ensure that work is being done to mitigate or overcome that specific Issue. Each Action Plan will have an individual assigned as the lead, as well as an associated timeline for completion. Each Action Plan will also have a number of supporting Goals, Objectives, and Critical Tasks.

It is crucial, if this document is to continue to be of value, that it be referenced, reviewed, and adjusted as necessary, and taken back to the stakeholders for re-evaluation every 5 years. It should be considered a dynamic tool to assist the fire department and the appointed and elected officials, as they strive to improve the fire and life safety element of their community.

As this document is updated, the City of Hanford Fire Department, after saving the original document, is hereby given express permission to remove all markings and references to “Mike Kraus Leadership.”

Executive Summary

This Strategic Planning document is one in a series of three planning documents known collectively as the Planning Continuum. The additional two documents are known as the Community Risk Assessment/Standards of Response Coverage, and the Fire Master Plan. Utilized together, they assist appointed and elected officials in identifying gaps between the status quo and the industry standards and best practices, offer short and med-range initiatives and action plans to close those gaps, as well as longer range goals; all tied to the City's General Plan policies.

After a collaborative process consisting of both internal and external stakeholders, including community members, a number of issues were discovered. These issues were translated into 4 separate short or mid range initiatives (5 years or less), and each given specific action plans to assist in mitigating or overcoming the issues. These initiatives are as follows:

1. Improve Community Risk Reduction Program
2. Improve Fire Suppression Program
3. Improve Training Program
4. Improve Firefighter Retention

It is crucial, if this document is to continue to be of value, that it, as well as the other two documents in the planning continuum, be referenced, reviewed, tracked and updated on a regular basis. It should be taken back to the stakeholders for re-evaluation every 5 years. Additionally, these documents must always be re-evaluated as a new City General Plan process proceeds and is finalized. It should be considered a dynamic tool to assist the fire department and the appointed and elected officials, as they strive to improve the fire and life safety element of their community.

Strategic Planning Process

The Strategic Planning Steering Committee oversaw a comprehensive process in the development of this plan. Initially, a Community Risk Assessment/Standards of Response Coverage (CRA/SORC), evaluation was authorized and conducted. This undertaking involved an assessment of the major hazards and associated risk levels in the community, and the capabilities of the Hanford Fire Department in responding to these hazards. These capabilities were held against fire service industry standards and best practices, resulting in a number of opportunities for improvement.

Concurrently with the CRA/SORC, internal stakeholders took part in an evaluation of the mission, core values, and vision of the organization, resulting in an updated set of these guiding documents. Internal stakeholders also were surveyed on what they believed to be the challenges, opportunities, weaknesses, and strengths of their fire department. These results were collected, collated and organized for review by the Committee.

Understanding the critical importance of obtaining external stakeholder input, the Committee invited a number of community representatives to a one day workshop, held at City Hall. The agenda included an overview of the Hanford Fire Department, a survey of their expectations of the department, a briefing on its current performance standard metrics, and an opportunity to establish and prioritize the self-diagnosed issues.

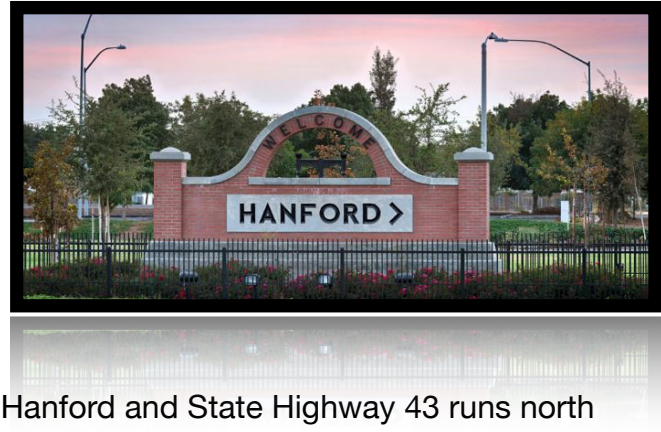
The integration of the CRA/SORC results with the internal and external stakeholder input was completed by the committee, resulting in a significant number of current or future issues. These issues were then evaluated, prioritized, and transitioned into a list of 4 initiatives. For each initiative, an Action Plan was developed and assigned, to increase the probability that each initiative could and would be realized.

These initiatives and action plans are the heart of the document. This Plan will serve as a tool for the Fire Chief, City Manager, and our City Council, to work collaboratively in

the ongoing effort to deliver the best possible fire and life safety platform to our citizens and visitors.

Our City

Hanford, California (36 degrees 19'39"N 119 degrees 38'44"W), is located in the northeastern part of Kings County, approximately 30 miles to the southwest of the City of Fresno. It is about equal distant from the Sierra Nevada and the Coast Ranges. State



Highway 198 runs east and west through Hanford and State Highway 43 runs north and south along the easterly boundary of the city. Presently, the city limits of Hanford covers 17.4 square miles. The ultimate growth boundary, which is based on the city's current general plan, includes the incorporated city and its sphere-of-influence and encompasses approximately 30 square miles.

Hanford was named after James Madison Hanford, a paymaster for the Central and Southern Pacific Railroad, in 1877. It was incorporated in 1891, after 14 years of destructive fires in the downtown area, to improve Response services and provide utilities and paved streets. The settlement quickly grew into a bustling pioneer town with shops, schools, hotels, saloons, and churches. As the county seat, Hanford has developed into the residential, commercial, and industrial center of Kings County. The current population is approximately 60,000.

Hanford is a California General Law City. Policy is established by a council/weak mayor form of government, with five council members elected by district to four year terms. The mayor is selected by the Council on an annual basis. A manager oversees the daily responsibilities of the City.

Elected and Appointment Officials

City Council:

Diane Sharp, Mayor (District C)

Amanda Saltray, Council Member (District A)

Kalish Morrow, Vice Mayor (District B)

Francisco Ramirez, Council Member (District D)

Arthur Brieno, Council Member (District E)

City Manager:

Mario Cifuentez

The Hanford Fire Department would like to thank the City Council for its continued dedication to the improvement of the public safety element in our City. It is this dedication that has, and will continue to make, Hanford, the idyllic, thriving community it is today.



Our Fire Department

Fire and life safety services for the City of Hanford are provided by the Hanford Fire Department (HFD). The HFD is a professional organization consisting of 35 full time and 2 part time employees. Services include community risk reduction and emergency response. It was formed in 1891 by Council resolution due to several large and destructive downtown fires. The HFD has a rich history of dedicated service to its citizens.



Mission Statement

“The mission of the Hanford Fire Department is to deliver effective, professional fire prevention and emergency response.”

Diversity Statement

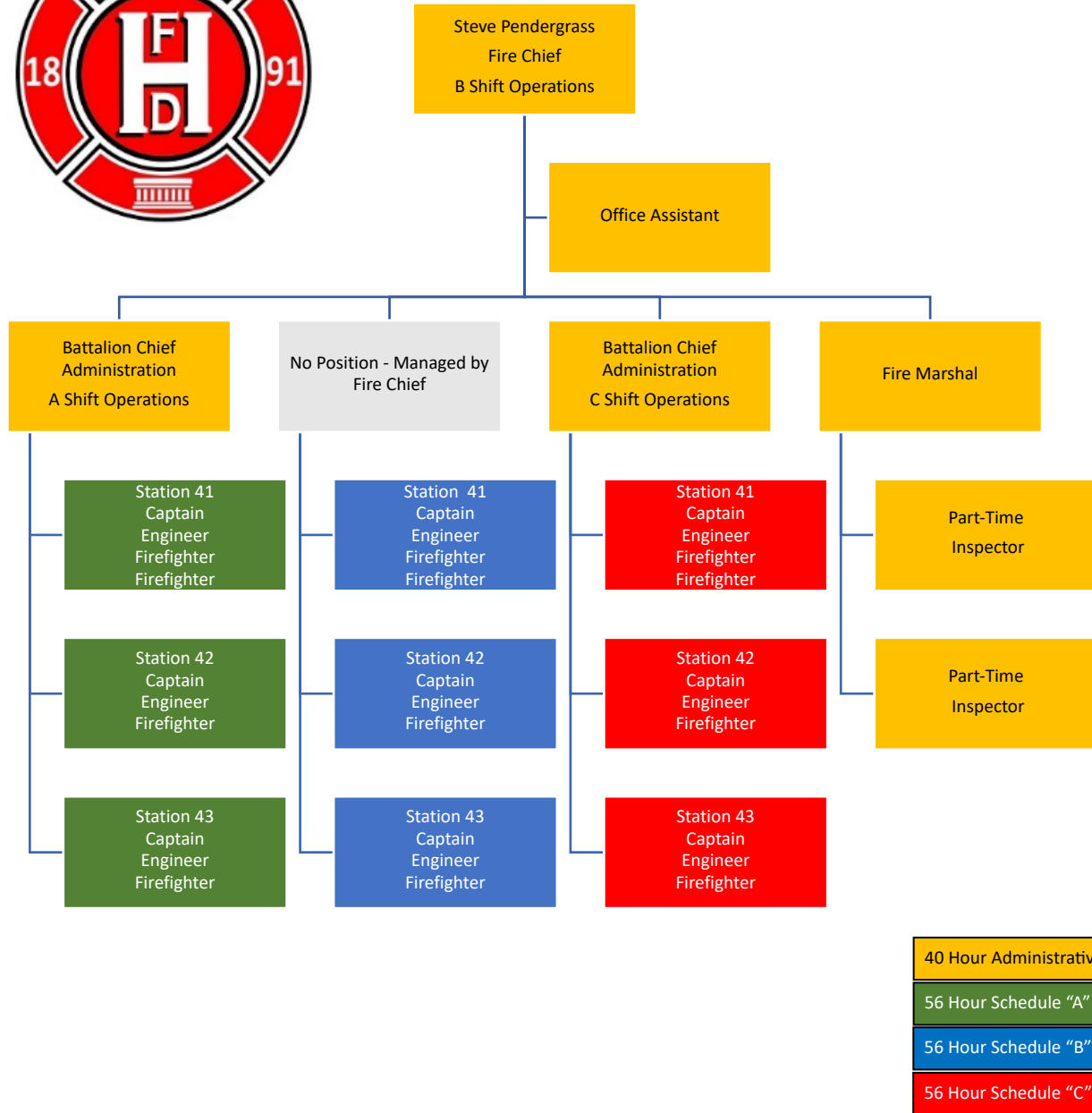
“The Hanford Fire Department is an organization set to represent our community. Members of the department come from many socio-economic, ethnic, and cultural backgrounds. Our common thread is our passion to serve in whatever capacity is needed. Diversity provides perspective, experience, and understanding which only enhances the fire service and the people of Hanford.”

Core Values

“Compassion, Integrity, Accountability, Teamwork, Family, Respect”

Vision Statement

“The Hanford Fire Department strives to advance public safety through metrics, self-assessment and industry advancements. The men and women of the Hanford Fire Department will remain proactive and in control of our future. We accept the challenges that will come with the same discipline and integrity of our forebears.”



Community Risk Reduction Division



“The Hanford Fire Department Community Risk Reduction Division is dedicated to the protection of life and safety through fire prevention and education”

Key Performance Measures

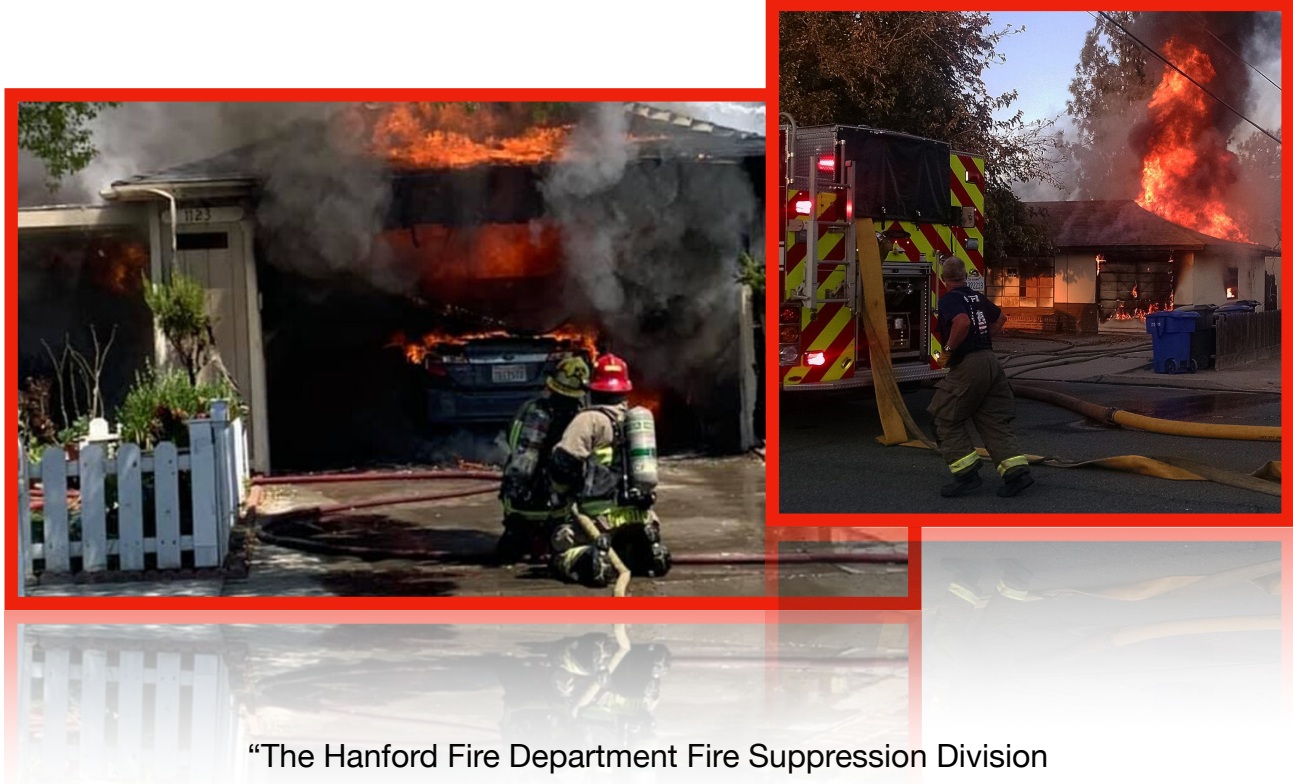
On an annual/biennial basis, as required, complete 100% of State Mandated fire inspections

On an annual basis, complete Fire Education Programs at 90% of all elementary schools

On an annual basis, maintain a 3 week turnaround time for 90% of all Plan Checks

On an annual basis, determine the origin and cause of 90% of all fires

Fire Suppression Division



“The Hanford Fire Department Fire Suppression Division
is dedicated to providing expeditious and efficient emergency services”

Key Performance Measures

Maintain a Total Response Time of 6 minutes and 19 seconds for the first arriving unit at 90% of all emergency medical calls

Maintain a Total Response Time of 6 minutes and 39 seconds for the first arriving unit at 90% of all fire-rescue calls

Maintain a Total Response Time of 10 minutes and 39 seconds for the arrival of an Effective Response Force at 90% of all structure fires

On an annual basis, complete all Mandated Training for 95% of safety personnel

Issues

The following is a list of issues discovered through the Strategic Planning process:

- Gap between industry standard/best practices for career firefighters to community population ratio
- Gap between industry standard/best practices for response times.
- Gap between industry standard/best practice times in assembling sufficient firefighters on the fire scene to perform critical tasks.
- Lack of consistent battalion chief shift oversight
- Struggles maintaining serviceable fire apparatus
- Fire Chief having to supervise both operational and administrative duties
- Inability to complete State mandated fire inspections
- Need to expand community fire safety outreach
- Lack of effective public information dissemination
- Lack of comprehensive emergency management/preparedness program
- Lack of integrated operational partnership with County OES
- Lack of comprehensive training program
- Lack of practical training facility
- Firefighter retention struggles

Strategic Initiatives

Initiative 1: **“Improve Community Risk Reduction Program”**

Supporting “City of Hanford 2035 General Plan” Goals and Policies

Policy P59: Continue to enforce the California Fire Code, California Building Code, and Hanford Municipal Code to mitigate threats to safety and property

Policy P60: Require that new commercial and industrial buildings less than 5,000 square feet that are outside of a 2 mile response distance include fire suppression sprinkler systems

Policy P61: Continue to upgrade preparedness strategies and techniques so as to be prepared when natural or manmade disaster occurs

Goal H1: Reduced impacts to human life, property, the local economy, and the environment resulting from natural hazards, human-trade hazards, and noise

Goal H3: Reduced risk to public health and safety and disruption of social, economic, and environmental welfare resulting from natural hazards

Policy H1: Integrate the mitigation measures of the Kings County Multi-jurisdictional Hazard Mitigation Plan where relevant and applicable

Policy H2: Collaborate with the Kings County Office of Emergency Management in the development of updates to the Kings County Multi-jurisdictional Hazard Mitigation Plan

Policy H3: Lead in the preparation for natural and man-made disasters by taking a proactive approach

Policy H4: Update and implement the Emergency Preparedness Plan annually to respond to changes in land use, population, and incorporated boundaries, including evacuation routes, locations of critical facilities, peak load water supply requirements, minimum road widths and turning radii, and identification of risks

Policy H5: Maintain City Hall as the Emergency Operations Center (EOC) in Hanford

Policy H6: Educate the public about disaster preparedness by providing information on supplies, training, evacuation routes, communication systems and shelter locations

Policy H7: Identify and develop communication systems, evacuation methods, shelter locations and other services for special needs populations

Policy H10: Continue to collaborate with Kings County Office of Emergency Management to establish and maintain an Emergency Operations Plan that includes identification of Hanford's emergency evacuation routes and operational needs for first responders

Policy H11: Establish the capability to relocate critical emergency response facilities such as fire, police and essential services facilities, if needed

Policy H12: Develop a procedure to quantify community emergency preparedness levels

Policy H13: Encourage City employees through a volunteer program to obtain training in disaster preparedness and basic first aid skills

Policy H15: Maintain and enforce current buildings codes and standards to reduce the potential for structural failure caused by ground shaking and other geologic hazards

Policy H18: Support the maintenance and implementation of the Kings County Extreme Heat Emergency Plan to support vulnerable populations during times of extreme heat

Policy H19: Periodically evaluate the effectiveness of existing cooling centers and determine the need for additional cooling centers as population increases

Policy H20: Require new development to provide onsite drainage or contribute towards their fair share cost of off-site drainage facilities to handle surface runoff

Policy H23: Educate the public on driving techniques for navigating in the Tule fog

Policy H24: Periodically evaluate the effectiveness of warming center and determine the need for additional warming center as population increases

Policy H27: Ensure that all new buildings are constructed to current Fire Code Standards

Policy H28: Continue with an intensive weed abatement program to minimize fire hazards near urban uses

Policy H29: Coordinate with other public agencies to educate consumers about the proper household use and disposal of hazardous materials

Policy H30: Require industrial uses that rely extensively on the use of hazardous materials to adopt an acceptable use, storage, disposal, and emergency response program that has been approved by appropriate agencies

Discussion

The 2021 Community Risk Assessment/Standards of Response Coverage (CRA/SORC), has identified 5 "Opportunities for Improvement" in support of elevating the City of Hanford Fire Department "Community Risk Reduction" program closer to the

levels of Industry Standards and Best Practices. Associated short and medium-range goals are listed below. Additionally, a 14 year Fire Master Plan has been created commensurate to the City of Hanford 2035 General Plan, for longer-range goals.

Action Plan

Goal 1A: Complete all State mandated annual/biennial fire inspections

Objective:

Complete all State mandated annual/biennial fire inspections. This is in accordance with State of California Fire Code, CRA/SORC, Fire Master Plan, and Hanford 2035 General Plan policy. Completion will significantly improve Community Risk Reduction program and result in compliance with State of California Fire Code.

Critical Tasks:

- Collaborate with City of Hanford to gain approval/funding for 2 additional civilian fire inspectors, to be hired at one year intervals. Partial revenue/funding may be available through collection of current inspection fees
- Collaborate with City of Hanford to gain approval/funding for 2 additional sedans
- Collaborate with City of Hanford to gain approval/funding for 1 administrative assistant to focus primarily on record keeping and billing of inspection fees, in accordance with adopted fee schedule
- Collaborate with City of Hanford to gain approval/funding for additional office space

Timeframes:

1st Fire Inspector: 1 year

1 Administrative Assistant: 1 year

2nd Fire Inspector: 2 years

Lead: Fire Marshal

Goal 1B: Improve community risk reduction education/outreach.

Objective:

Reduce the risk of fire and other life safety emergencies in our community through expansive risk reduction education. This is in accordance with CRA/SORC, Fire Master Plan, and Hanford 2035 General Plan policy.

Critical Tasks:

- Collaborate with Hanford Elementary School District and other community groups to initiate opportunities for initial and periodic fire/life safety presentations
- Develop fire/life safety materials and presentations designed for specific audiences
- Develop, track, and act upon community risk reduction performance measures, in effort to continually improve this vital service

Timeframe: 1 year

Lead: Fire Marshal

Goal 1C: Increase the City of Hanford “Emergency Management/Preparedness” capabilities

Objective:

To build an effective Emergency Management/Preparedness system in anticipation of natural and manmade disasters. This is in accordance with CRA/SORC, Fire Master Plan, and Hanford 2035 General Plan policy. Completion will significantly improve the ability of City of Hanford and Kings County Operational Area local governments to prepare for and respond to natural and manmade disasters.

Critical Tasks:

- Collaborate with City of Hanford to develop job description for assistant fire marshal/emergency preparedness officer position.
- Collaborate with City of Hanford to gain approval/funding for an assistant fire marshal/emergency preparedness officer position. Grant opportunities may be available to augment the funding of this position
- Collaborate with City of Hanford to gain approval/funding for 1 additional sedan
- Collaborate with City of Hanford to gain approval/funding for additional office space
- Collaborate/explore options with Kings County Operational Area OES to develop expanded Emergency Management/Preparedness partnership

Timeframe: 5 years

Lead: Fire Chief

Goal 1D: Explore possible partnership with Building Department for purposes of plan checking new construction

Objective:

Share funding of plans checker position between Building and Fire Departments. Enforcing Fire and Building Codes is supported by Hanford 2035 General Plan policy. Completion will increase efficiencies and reduce duplications between both departments.

Critical Tasks:

- Collaborate with Building Department to explore options associated with sharing a plans checking position
- If viable, collaborate with City of Hanford to secure approval/funding of shared position
- If viable, collaborate with City of Hanford to gain approval/funding for additional office space

Timeframe: 2-3 years

Lead: Fire Marshal

Goal 1E: Develop a Public Information dissemination program**Objective:**

Utilize an effective public information program to disseminate necessary emergency and nonemergency information in a timely manner and on a regular basis

Critical Tasks:

- Develop a public information dissemination policy

Timeline: 1 year

Lead: Fire Marshal

Initiative 2: “Improve Fire Suppression Program”

Supporting “City of Hanford 2035 General Plan” Goals and Policies

Goal H2: High quality emergency services to protect life and property

Goal H4: Quality fire protection services throughout the City of Hanford

Policy H8: Evaluate safety service limitations on an annual basis to provide for adequate levels of service

Goal P10: Prevention of loss of life and property from fire or other disaster

Goal P11: Functional public buildings to house fire and emergency services personnel and equipment

Policy P49: Provide fire stations at locations to achieve and maintain an adequate response time for emergencies within the City

Policy P51: Provide for five City fire station locations within the 2035 Growth Boundary on the General Plan Land Use Map

Policy P53: Provide adequate fire suppression personnel and staff at each fire station to meet increased demands from population growth

Policy P54: Provide for fire protection vehicles and safety equipment to meet increased demands from population growth

Discussion

The 2021 Community Risk Assessment/Standards of Response Coverage (CRA/SORC), has identified 14 “Opportunities for Improvement” in support of elevating the City of Hanford fire-rescue capabilities closer to the levels of Industry Standards and Best Practices. Given that it is not realistic to believe all 14 of these opportunities can be achieved in the time frame of a 5 year Strategic Plan, they have been prioritized in order of need; as short/medium-range goals. Additionally, a 14 year Fire Master Plan has been created commensurate to the City of Hanford 2035 General Plan, for those longer-range goals.

Action Plan

Goal 2A: Implement 24-hour battalion chief coverage

Objective:

Transition 40 hour fire battalion chiefs to 24 hour shifts. This is in accordance with Fire Master Plan, and supported by CRA/SORC and Hanford 2035 General Plan policy. Completion will significantly improve shift oversight, support, and command structure at emergency incidents.

Critical Tasks:

- Collaborate with City of Hanford to gain approval/funding for 1 fire battalion chief
- Conduct testing process and establish eligibility list
- Transition battalion chief assignments to 24 shifts

Timeframe: 1 year

Lead: Fire Chief

Goal 2B: Open Station 4 in Northwest Hanford

Objective:

Have Station 4 operational by 2025. This is in accordance with Fire Master Plan, and supported by CRA/SORC and Hanford 2035 General Plan policy. Completion will significantly improve emergency response times, ability to assemble an Effective Response Force, and firefighter to population ratio.

Critical Tasks:

- Collaborate with City of Hanford to evaluate viability of City-owned property designated for Fire Station 4.
- Collaborate with City of Hanford to gain approval/funding and design of facility (Consider temporary/transitional facility if needed).
- Collaborate with City of Hanford to gain approval/funding and construction of facility
- Collaborate with City of Hanford to gain approval/funding/hiring-promoting of 3 fire captains, 3 fire engineers, and 3 firefighters. Completed one year prior to opening of station for training purposes.

Timeframe: 3-5 years

Lead: Fire Chief

Goal 2C: Prepare for Station 5 in Eastern Hanford

Objective:

To prepare for the opening of Station 5 in 2028/2029. This is in accordance with Fire Master Plan, and supported by CRA/SORC and Hanford 2035 General Plan policy. This facility is also projected to house fire training classrooms/grounds.

Critical Tasks:

- Collaborate with City of Hanford to gain approval/funding and purchasing of property
- Collaborate with City of Hanford to gain approval/funding and design of facilities

Timeframe: 5 years

Lead: Fire Chief

Goal 2D: Improve efficiency of emergency response fleet

Objective:

Acquire and maintain an adequate number of efficient front line emergency response apparatus, as well as reliable reserve units. This is in accordance with Fire Master Plan and supported by Hanford 2035 General Plan policy. Completion will result in a dependable, well maintained emergency response fleet.

Critical Tasks:

- Establish realistic and cost-effective replacement schedule for engine and truck/ladder apparatus
- Integrate apparatus replacement schedule with City Capital Improvement Program
- Collaborate with City of Hanford to gain approval/funding to purchase used truck/ladder company for reserve status
- Collaborate with City of Hanford to gain approval/funding to purchase 2 new engines
- Collaborate with City of Hanford to gain approval/funding to hire additional City mechanic, with primary responsibility to fire apparatus

Timeframe: 3 years

Lead: Apparatus Committee

Goal 2E: Improve coordination/standardization of operational shifts

Objective:

Place emergency operational shift coordination under a deputy chief. This is in accordance with Fire Master Plan, and supported by Hanford 2035 General Plan policy (Additionally supported by 2021 Porterville “Serious Accident Review Team” report). Completion will result in increased efficiency and standardization between 3 operational shifts. Completion

will also allow the Fire Chief to more effectively carry out Department Director responsibilities.

Critical Tasks:

- Collaborate with City of Hanford to develop job description deputy fire chief
- Collaborate with City of Hanford to gain approval/funding for 1 deputy fire chief
- Collaborate with City of Hanford to gain approval/funding for 1 additional sedan
- Conduct testing process and establish eligibility list
- Collaborate with City of Hanford to gain approval/funding for administrative assistant, assigned to fire suppression division
- Collaborate with City of Hanford to gain approval/funding for additional office space.

Timeframe: 5 years

Lead: Fire Chief

Initiative 3: “Improve Training Program”

Supporting “City of Hanford 2035 General Plan” Goals and Policies

Goal H2: High quality emergency services to protect life and property

Goal H4: Quality fire protection services throughout the City of Hanford

Discussion

Presently, a comprehensive fire training program does not exist. Training coordination is a dual responsibility held by a shift fire officer and a training committee. The Fire Master Plan forecasts the need for a training facility on the future grounds of Fire Station 5, however, this is not forecasted to be built until 2028/2029. As the fire department must grow with the City, the training program must grow to meet the needs of the organization.

Action Plan

Goal 3A: Establish a comprehensive training program

Objective:

Operate and benefit from a comprehensive training program with adequate oversight personnel and functional facilities. This is in accordance with Fire Master Plan and supported by Hanford 2035 General Plan policy. Completion will result in a well trained and effective fire response platform, operationally ready to respond to the needs of the community.

Critical Tasks:

- Conduct a comprehensive training needs assessment of the fire department
- Develop a comprehensive training program including, but not limited to: mission statement, training mandates and frequencies, rank specific training, succession planning/career development, special operations training, cost/benefit analysis of in-house vs. travel training, instructor qualifications, and record keeping
- Collaborate with City of Hanford to gain approval/funding for a 1 training captain to coordinate training program
- Collaborate with City of Hanford to gain approval/funding for 1 additional 4x4 Pickup
- Design a reasonable and functional training facility, projected to be built on land purchased for future Station 5

- Collaborate with City of Hanford, to explore funding options for a future training facility projected to be built on the grounds of future Station 5
- Consider regional partnerships such as Kings County and College of the Sequoias

Timeframes:

- Needs assessment: 6 months
- Comprehensive training program: 1 year
- Training captain: 3 years
- Training grounds design: 3 years
- Determine training grounds funding: 5 years

Lead: Training Committee

Initiative 4: “Improve Firefighter Retention”

Supporting “City of Hanford 2035 General Plan” Goals and Policies

Goal H2: High quality emergency services to protect life and property

Goal H4: Quality fire protection services throughout the City of Hanford

Policy P53: Provide adequate fire suppression personnel and staff at each fire station to meet increased demands from population growth

Discussion

The fire department continues to lose experienced firefighters to other agencies. This turnover of personnel results in a loss of valuable experience and taxpayer investment.

Action Plan

Goal 4A: Conduct a comprehensive study into the ongoing loss of experienced firefighters and develop an action plan to overcome the issue.

Objective:

Improve the ability to retain experienced firefighters. Completion will result in the retention of experienced firefighters, as well as increasing the investment value of taxpayer dollars.

Critical Tasks:

- Form an ad hoc labor/management committee to study the issue of firefighter retention
- Conduct interviews of present and past employees
- Collaborate where possible with City of Hanford
- Develop a comprehensive action plan to improve firefighter retention

Timeframe:

- Develop action plan (1 year)
- Follow action plan (Ongoing)

Lead: Ad hoc committee

Appendix A (Committee and Stakeholder Members)

Steering Committee:

Matthew Rowe, Battalion Chief (Chair)

Erik Brotemarkle, Battalion Chief

Christy Whittington, Fire Marshal

Dennis Springer, Captain

Matthew Martinez , Engineer

Austin Hiatt, Firefighter

Internal Stakeholder Group:

Hanford Fire Department Personnel

External Stakeholder Group:

Jack Amoroso, Retired Avenal Police Chief and Hanford resident

Todd Barlow, Kings County School District

Isaac Buller, City of Porterville Firefighter and Hanford resident

Martin Devine, Ex Hanford Council-member

Matt Doney, North Central Fire District Captain and Hanford resident

Dennis Ham, Active Community Member (China Alley)

Pauline Hershey, Owner All Valley Printing

Alicia Jacobo, Aid to Senator Hurtado

Amory Marple, Hanford Chamber of Commerce

Victor Rosa, Hanford Union Schools

Jacob Sanchez, Hanford Chamber of Commerce

Jeanette Tackett, JH Tackett Inc.

Lizzy Tullis, Kings County School District

Ben Wiele, American Ambulance Supervisor Significant Issues



**AGENDA
STAFF REPORT**

MEETING DATE: 3/15/2022	AGENDA SECTION:
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SUBJECT:

Reorganization of the City Council - Selection of the Mayor and Vice Mayor

RECOMMENDATION:

RECOMMENDATION:

That the City Council, by motion,

1. Accept the resignation of Diane Sharp as the Mayor of the City of Hanford; and
2. Conduct the reorganization process and appoint a new Mayor, and, if necessary, appoint a new Vice Mayor to serve for the remainder of the 2022 term in those respective positions.

BACKGROUND:

At the March 1, 2022 City Council meeting, the Council reached consensus on a request to bring back a General Business item to consider the reorganization of Council Mayor and Vice-Mayor. Since that request, Mayor Sharp has tendered her resignation as the Mayor. Accordingly, Council will need to take the recommended action to fill the vacated position through the normal process.

FISCAL IMPACT:

ATTACHMENTS:

Sharp Mayoral Resignation

Hanford City Hall
319 N. Douty Street
Hanford, California. 93230

March 9, 2022

Madam Clerk,

While I continue to relish the opportunity to serve the people of Hanford on its City Council, I resign the position of Mayor, effective immediately.

I look forward to working with you, the City Manager and the rest of the staff as I continue to represent District C and the city as a whole to the best of my ability as Council Woman.

Much has been made of late of the manner in which I have conducted public meetings. I believe I was right to call people out who failed to observe the Council rules of decorum during public sessions. Part of the Mayor job is to enforce the rules. If the Council wishes to change our rules of decorum for operating meetings, we should have that discussion.

We have a lot of work to do for the citizens of Hanford, and many challenges ahead. Hopefully this resignation will help the Council move forward with a sense of joint purpose for the good of all.

Onward!

Sincerely,

Diane Sharp

Attachment: Sharp Mayoral Resignation (Council Reorganization)



**AGENDA
STAFF REPORT**

MEETING DATE: 3/15/2022	AGENDA SECTION: B
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SUBJECT:

City Clerk: Approval of the Minutes of the August 17, 2021 Meeting

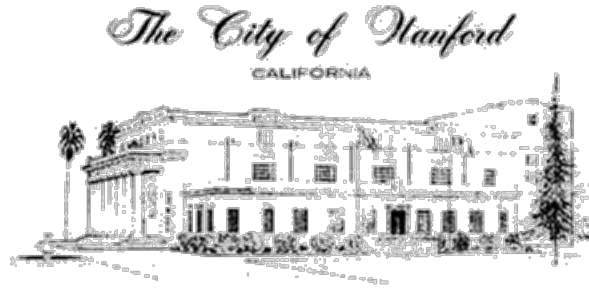
Recommendation:

Approve the minutes of the August 17, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

8.17.2021



CITY COUNCIL MEETING MINUTES

**August 17, 2021 7:00 PM
Council Chambers
400 N. Douty St.**

4:00 PM CALL TO ORDER STUDY AND CLOSED SESSION:

Mayor Ramirez called the study session and closed session to order at 4:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Francisco Ramirez, Diane Sharp, Kalish Morrow, Amanda Saltray, Art Brieno.

PUBLIC COMMENT:

*Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Bob Ramos and Paula Massey commented on the Lacey Park arbor.

Nathan Odom commented on Hidden Valley Park.

STUDY SESSION:

- A. Presentation of the Fiscal Year 2020 Audited Financial Statements for the City of Hanford from the City's independent external auditors Hudson, Henderson & Company, Inc. Certified Public Accountants.

Finance Director Chris Tavarez provided a background. Dir. Tavarez and Brian Henderson of Hudson, Henderson & Company Inc. presented the FY 2020 Audit. Dir. Tavarez and Mr. Henderson answered questions from the Council. The Council thanked staff and Mr. Henderson for the presentation.

- B. Discussion regarding Hidden Valley Park, the vacant City property located immediately West of the Park, and proposed uses and traffic options.

City Manager Mario Cifuentez provided a brief overview. He also clarified that the discussion and any direction given by Council is the first step going forward with the development project. Public Works Director John Doyel presented and discussed two options for connecting Rogers Rd. to Cortner Rd. The Council provided their input on the presented options. Senior Planner Gabrielle Myers discussed the existing zoning for the acreage and the potential issues that may occur with rezoning. Parks and Community Services Director Brad Albert presented and discussed conceptual designs for the expansion of Hidden Valley Park. The Council provided their feedback and expressed some of their concerns regarding the design and potential cost. Staff answered questions from the Council. The Council directed staff to review the legalities of transferring the space from single-family to park space for three scenarios for a future discussion.

Mayor Ramirez adjourned to closed session at 5:28 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:***CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS (gc 54956.8):***

Property: 113 Court St.
 APN: 010-265-001
 Agency Negotiators: Mario Cifuentez, Ty Mizote, and Brad Albert

Property: 266 Gilkey Ln.
 APN: 012-232-077-000
 Negotiating Party: Kings Rehabilitation Center
 Agency Negotiators: Mario Cifuentez, Ty Mizote, and Brad Albert

CALL TO ORDER REGULAR SESSION:

Mayor Ramirez called to the meeting to order at 7:00 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Present	3:56 PM
Art Brieno	Council Member	Present	3:57 PM
Kalish Morrow	Council Member	Present	3:55 PM
Amanda Saltray	Council Member	Present	3:57 PM
Francisco Ramirez	Mayor	Present	3:57 PM

INVOCATION:

The invocation was led by Police Chief Parker Sever.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

RECOGNITIONS/PROCLAMATIONS:

Proclamation Naming Penelope 'Penny' Saltray as an Honorary Firefighter for the City of Hanford Fire Department

The Council presented Penelope Saltray with an Honorary Firefighter Proclamation.

Representatives from Senator Melissa Hurtado's Office, Assembly Member Rudy Salas's Office, and David Valadao's Office each presented Penelope Saltray with a Certificate of Recognition.

Break at 7:20 p.m. - 7:30 p.m.

CLOSED SESSION ACTION REPORT:

None.

STAFF COMMUNICATIONS:

City Manager Mario Cifuentez provided a Kings County update regarding the National Weather Service presentation. He also discussed city events.

Attachment: 8.17.2021 (Clerk: 8.17.2021 Minutes)

COUNCIL REPORTS/COMMENTS:

Vice Mayor Sharp discussed the meetings and events she attended.

Council Member Morrow discussed the meetings she attended.

Council Member Brieno had nothing to report.

Council Member Saltray thanked the community and the agencies that participated in the recognition of Penelope Saltray. She also commented on a new business in Hanford.

Mayor Ramirez discussed the meetings he attended.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Nisei Farmers League President Manuel Cunha thanked the Council and Fire Department for recognizing Penelope Saltray. He also commented on Consent Item D (Letters of support to Senators Feinstein and Padilla).

Dolores Alves commented on the Lacey Park arbor and commended Officer Bursiaga.

John Alves commented on the Lacey Park arbor and the negative activity that takes place at the park.

Bob Ramos commented on the Lacey Park arbor. He has also commented on the Hidden Valley Park.

Mark Pratter commented on Hidden Valley Park.

Mickey Stoddard commented on Hidden Valley Park and the 2019 Parks and Recreation Master Plan.

Caliva CEO Rand Martin provide a business update for the local store and commented on General Business item A.

Lou Martinez commented on Hidden Valley Park.

Nathan Odom commented on Hidden Valley Park.

CONSENT CALENDAR:

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

Council Member Brieno requested to pull item J [Public Works: Authorization to award contracts to 4Creeks of Visalia CA, in the amount of \$119,293.00 and Peters Engineering Group of Clovis CA, in the amount of \$35,035.00 for the design phase of FY 20/21 Traffic Signal at 12th Ave. & Hume Project and approve an additional appropriation of \$104,328.00 from the Transportation Impact Fee fund to fully fund the design portion of this project].

Motion to approve the Consent Calendar except for the items pulled for separate consideration.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. Council: Designation of Mayor Ramirez as the voting delegate and Council Member Morrow and Council Member Saltray as the alternate(s) for the League of California Cities Annual Conference.
- C. Administration: Approval of the full-time salary schedule for Fiscal Year 2021-22
- D. Administration: Approval of a Letter of Support to Senators Feinstein and Padilla requesting that the definition of agricultural labor or services in the Farm Workforce Modernization Act of 2021 be modified to include employees who work in packing houses and processing plants and that legislation for Dreamers be passed concurrently.
- E. Community Development: Waive the second reading and adopt Ordinance 21-02, an ordinance of the City of Hanford City Council approving Prezone No. 2020-02, a request to prezone the Annexation 157 area as R-H High-Density Residential, R-M Medium-Density Residential, and R-L-5 Low-Density Residential, in accordance with the General Plan designation for the area. The project is located at the northwest corner of 12th Avenue and Fargo Avenue (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047) and the southwest corner of 12th and Fargo Avenues (APN 009-020-021, 009-020-023 through -026, 009-020-046, and 009-020-047).
- F. Community Development: Second Reading of Ordinance 21-03, approving Municipal Code Amendment No. 2020-03, a request to: a) Amend Title 5 by adding Chapter 5.68 to Title 5 of the Hanford Municipal Code, to establish standards and regulations for Commercial Hemp Activity and approving Zone Text Amendment No. 2020-03, a request to: b) Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Commercial Hemp Business (e.g., cultivation, manufacture, distribution, transportation, and lab testing) as a conditionally permitted use in the I-L Light Industrial and I-H Heavy Industrial zone district, and to add Hemp retailers (5% or more of a retailer's business or gross receipts is derived from CBD sales) as a permitted use in C-S Service Commercial, C-H Highway Commercial, MX-C Corridor Mixed Use, and MX-D Downtown Mixed Use, and as a conditionally permitted use in C-R Regional Commercial; and c) Amend Title 17 by adding Chapter 17.67, adding purpose and intent, definitions, and establishing the location of hemp retailers and commercial hemp businesses in the City of Hanford.
- G. Finance: Acceptance of the City of Hanford's Quarterly Investment Portfolio and Transactions Reports
- H. Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the Extension of Services to the existing dwelling unit in the County without annexation by the City of Hanford. (7138 11th Ave south of Flint Avenue)

- I. Public Works: Approval of a Notice of Completion for the FY 20/21 Pavement Resurfacing Project at a total construction cost of \$161,946.20 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- J. Public Works: Approval of a Notice of Completion for the FY 20/21 Sanitary Sewer Manhole Repair and Coating Project at a total construction cost of \$85,932.00 and authorization for the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.

Items pulled:

- 1. Public Works: Authorization to award contracts to 4Creeks of Visalia CA, in the amount of \$119,293.00 and Peters Engineering Group of Clovis CA, in the amount of \$35,035.00 for the design phase of FY 20/21 Traffic Signal at 12th Ave. & Hume Project and approve an additional appropriation of \$104,328.00 from the Transportation Impact Fee fund to fully fund the design portion of this project.

[Item J]

Pulled by Council Member Brieno.

Public Works Director John Doyel provided the project details and answered questions from Council Member Brieno.

Motion to approve.

PUBLIC HEARING:

Parks and Community Services: Public Hearing to receive public testimony and input regarding the imposition of the proposed annual assessment for the City of Hanford's Landscape Assessment Districts, per the Annual Engineer's Report for the Fiscal Year 2021-2022, and adopt Resolution 21-35 confirming levy and collection of the annual assessments pursuant to Chapter 3 of the Landscape and Lighting Act of 1972.

Mayor Ramirez opened the public hearing at 8:06 p.m. and called for the staff report. Parks and Community Services Director Brad Albert presented the staff report and answered questions from Council Member Brieno.

Public Comment:

IN-FAVOR:

None.

OPPOSED:

None.

Motion to approve.

Mayor Ramirez closed the public hearing at 8:09 pm

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

GENERAL BUSINESS:

- A. Community Development: Consideration of Historic Resources Permit 2021-03: a request to change the existing façade at 104 N. Douty Street and add window signage, in excess of the typically allowed amount. The property is designated as a contributing building within the Historic Overlay Zone. The project is located at 104 N. Douty St. (APN 012-054-011)

Senior Planner Gabrielle Myers discussed the project background and the proposal details. Staff answered questions from the Council. Caliva CEO Martin Rand discussed the changes in Caliva's branding since the approval of the cannabis business permit. The Council expressed their concerns regarding the design, signage, and placement of the security guard. Chief Sever and Mr. Rand addressed the Council's concerns. After much discussion regarding the exterior design, the Council supports staff's recommendations.

Motion to adopt resolution 21-34-R, approving Historic Resources Permit 2021-03, with the exception of the window signage.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Sharp, Vice Mayor
SECONDER:	Kalish Morrow, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

Motion to adopt an amendment to Commercial Cannabis Business Permit No. 2019-01, replacing the former elevations proposed, with the elevations approved, herein.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

- B. Parks and Community Services: Council consideration of the Parks and Recreation Commission's recommendation to remove the arbor and benches at Lacey park in an effort to address the growing homeless concerns for the neighborhood.

Parks and Community Services Director discussed the Parks and Recreation Commission's recommendation to remove the arbor and benches at Lacey Park to address the growing homeless concerns in the neighborhood. Parks Resource Officer Domingo Bursiaga and Police Chief Parker Sever commented on the illegal activity at Lacey Park. Staff discussed possible options and solutions. The Council expressed their concerns and shared their suggestions. Off. Bursiaga and Dir. Albert answered questions from the Council. Dir. Albert also provided an update for the splash pad.

Council directed staff to cap the electrical outlets, and if necessary, remove the benches under the arbor to mitigate homelessness.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Sharp, Brieno, Morrow, Saltray, Ramirez

COUNCIL FUTURE AGENDA ITEMS:

Council Future Agenda Items

Vice Mayor Sharp thanked staff for a successful National Night Out event.

Council Member Brieno expressed his concerns regarding the signage at the parks. Staff will follow up on the issue.

It was a consensus of the Council direct staff to prepare two items for future discussion:

1. A resolution in support of more local control of the COVID-19 vaccine mandates, brought forth by Council Member Morrow.
2. A discussion addressing blighted properties in the downtown area, brought forth by Mayor Ramirez.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 9:21 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



**AGENDA
STAFF REPORT**

MEETING DATE: 3/15/2022	AGENDA SECTION: C
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SUBJECT:

City Clerk: Approval of the Minutes of the September 7, 2021 Meeting

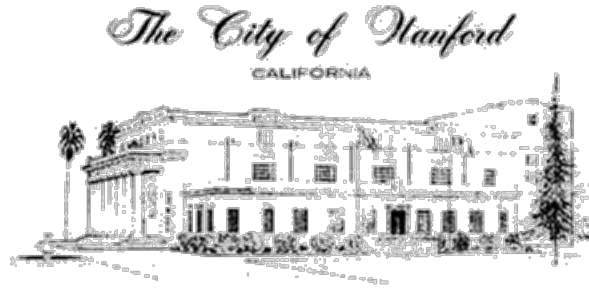
Recommendation:

Approve the minutes of the September 7, 2021 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

9.7.2021



CITY COUNCIL MEETING MINUTES

**September 7, 2021 7:00 PM
Council Chambers
400 N. Douty St.**

5:00 PM CALL TO ORDER STUDY AND CLOSED SESSION:

Mayor Ramirez called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Francisco Ramirez, Art Brieno, Kalish Morrow, Amanda Saltray

Absent: Diane Sharp

PUBLIC COMMENT:

*Comments from the public are limited to items on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

None.

STUDY SESSION:

Discussion of Downtown traffic circulation and related improvements to improve Safety and Walkability and potential funding opportunities

Public Works Director John Doyel discussed downtown traffic circulation and related improvements and potential funding opportunities of the Clean California Local Grant Program administered by the California Department of Transportation. Dir. Doyel presented the Committee project recommendations for the Council's review and direction. The Council further discussed the mid-block crosswalks and the project budget. Dir. Doyel answered questions from the Council. It was the Council consensus to direct staff to move forward with the recommendations. Additional appropriations will be presented to the Council at a future meeting for review and approval.

Mayor Ramirez adjourned to closed session 5:31 p.m.

CLOSED SESSION DISCUSSION FOR THE FOLLOWING:

CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS (GC 54956.8):

Property: 426 W. Lacey Blvd.

APN: 010-253-001-000

Agency Negotiators: Mario Cifuentez and Ty Mizote

Negotiating Party: MSI and Habitat for Humanity

Property: 109 E. Eighth Street

APN: 012-041-017-000

Agency Negotiators: Mario Cifuentez Ty Mizote

Negotiating Party: Carnegie Museum of Kings County (CMKC) and Carnegie Museum Inc.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GC 54956.9 (d)(2)):

2 potential cases

CALL TO ORDER REGULAR SESSION:

Mayor Ramirez called the meeting to order at 7:00 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
Diane Sharp	Vice Mayor	Absent	
Art Brieno	Council Member	Present	4:56 PM
Kalish Morrow	Council Member	Present	4:55 PM
Amanda Saltray	Council Member	Present	5:00 PM
Francisco Ramirez	Mayor	Present	4:25 PM

INVOCATION:

The invocation was led by Pastor Stan Plooy.

FLAG SALUTE:

The flag salute was led by Mayor Ramirez.

CLOSED SESSION ACTION REPORT :

None.

RECOGNITIONS/PROCLAMATIONS:

Recognition of Jose Espinoza with the Citizens Life Saving Medal

Fire Chief Steve Pendergrass presented Jose Espinoza with a Life Citizen Life Saving Medal.

Representatives from Congressman David Valadao's Office, and Senator Melissa Hurtado's Office presented Jose Espinoza with Certificates of Recognition.

STAFF COMMUNICATIONS:

City Manager Cifuentez provided departmental updates and announced upcoming events.

COUNCIL REPORTS/COMMENTS:

Council Member Morrow discussed the meetings she attended.

Council Member Brieno commented on the affordable housing in California. He also commented on a Fresno Bee newspaper article.

Attachment: 9.7.2021 (Clerk: 9.7.2021 Minutes)

Council Member Saltray had nothing to report.

Mayor Ramirez will attend a youth summit in September.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Shelly Barker commented on the upcoming 9-11 Event.

Fire Captain, and President of the Hanford Professional Fire Fighters, Dustin Costa commented on General Business Item A, and expressed his concerns regarding the safety of essential workers during the pandemic.

Police Officer, and Vice-President of the Hanford Police Officer's Association, Brent McCreary commented General Business item A and expressed his concerns regarding the safety of essential workers during the pandemic.

Bob Ramos commented on the Art Brieno investigation report. He also commented on a City Manager complaint.

Lou Martinez commented on the lack of benches in Civic Park. He also commented the responsibilities of the City Manager.

Mary Irons commented on an unshaded bus stop in Hanford.

William Harmon commented on the acreage adjacent to Hidden Valley Park.

CONSENT CALENDAR:

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

Council Member Brieno requested to pull Item F [Parks and Community Services: Approval of the Rental Agreement with Magic Ice, USA, for the rental of the "Winter Wonderland" Ice Rink] and Item N [Finance: City of Hanford 2021-2022 Investment Policy Update].

Council Member Saltray requested to pull Item G [Community Development: Historic Resources Permit No. 2021-05 - a request by the Carnegie Museum of Kings County to hang a 5' x 11' (55 sq. ft.) banner on the exterior of the Carnegie Library Building, located at 109 E. Eighth Street (APN 012-041-017) from September 15 through October 25, 2021, in order to advertise an upcoming exhibit. The project site is located within the Historic Overlay Zone].

Motion to approve the Consent Calendar except for the items pulled for separate consideration.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

- A. PROCEDURAL WAIVER: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the February 5, 2021 Special Meeting
- C. City Clerk: Approval of the Minutes of the February 17, 2021 Special Meeting
- D. City Clerk: Approval of the Minutes of the February 19, 2021 Special Meeting
- E. Administration: Introduction of Ordinance No. 21-05, Amending those sections of Title 2 of the Hanford Municipal Code to set the number of seats on all City Commissions at 5 and making several other revisions to Chapters 2.20, 2.28, 2.32, and 2.36 of the Municipal Code.
- F. Public Works: Authorize the purchase of street right-of-way located at 1094 W Davis Street, in the amount of \$1,900 plus escrow fees, accept the attached Grant Deed and authorize the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 012-290-020).
- G. Public Works: Authorize the exchange of street right-of-way located on the north west corner of Emma Lee Lane and Conquistador Street, in the amount of \$0 plus escrow fees, accept both of the attached Grant Deeds for exchange and authorize the City Manager to execute and the City Clerk to attest and file said deeds with the Kings County Recorder's Office, and accept the attached Exchange Agreement and authorize City staff to execute said agreement. (APN 008-470-021).
- H. Public Works: Authorization to purchase street right-of-way located on Emma Lee Lane, 100 feet west of Jana Way, as shown on the attached map, in the amount of \$160 plus escrow fees, accept the attached Grant Deed and authorize the City Manager to execute and the City Clerk to attest and file said deed with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 008-470-020).
- I. Public Works: Authorization to purchase street right-of-way located at the northwest corner of Emma Lee Lane and Grangeville Boulevard, in the amount of \$21,700 plus escrow fees, Approve acceptance of the attached Grant Deed and Authorization for the City Manager to execute and the City Clerk to attest and file said deed with the Kings County Recorder's Office, and accept the attached Purchase and Sale Agreement and authorize City staff to execute said agreement. (APN 008-460-005).
- J. Public Works: Award of an annual contract to The Experienced Gardener of Visalia, CA to perform spraying services for the City's drainage basins and easements for an amount not to exceed \$36,500.

- K. Public Works: Award the annual contract for curb and gutter, sidewalk, driveways and ADA ramp repair work to Cen-Cal Construction of Bakersfield CA for a not to exceed budgeted amount of \$90,000.00.
- L. Finance: Approval of a Professional Services Agreement with NHA Advisors LLC (San Rafael, CA) for Municipal Financial Advisory Services for a term up to five years
- M. Finance: Authorize the sole source award and execution of a professional services agreement, in an amount not to exceed \$68,000, with SDI Presence LLC (Carmichael, CA) and appropriate said funding from the Computer Replacement Fund (0414) to complete the Tyler Software Implementation.

Items pulled:

- 1. Parks and Community Services: Approval of the Rental Agreement with Magic Ice, USA, for the rental of the "Winter Wonderland" Ice Rink.

[Item F]

Pulled by Council Member Brieno.

Parks and Community Services Director Brad Albert answered questions from Council Member Brieno.

Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

- 2. Community Development: Historic Resources Permit No. 2021-05 - a request by the Carnegie Museum of Kings County to hang a 5' x 11' (55 sq. ft.) banner on the exterior of the Carnegie Library Building, located at 109 E. Eighth Street (APN 012-041-017) from September 15 through October 25, 2021, in order to advertise an upcoming exhibit. The project site is located within the Historic Overlay Zone.

[Item G]

Pulled by Council Member Saltray.

Senior Planner Gabrielle Myers presented both banner options for the Council's review and consideration. The Council selected banner number two.

Motion to approve Resolution 21-38 R as amended.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

3. Finance: City of Hanford 2021-2022 Investment Policy Update

[Item N]

Pulled by Council Member Brieno.

Finance Director Chris Tavaréz answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

PUBLIC HEARINGS:

- A. City Attorney: Adoption of Resolution of Necessity 21-36-R for APN 001-040-015 (the “Property”) authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property (Arthur Delgado Eminent Domain) for the widening of 12th avenue by the City (the “Project”).

Mayor Ramirez opened the public hearing at 7:43 p.m.

Motion to continue the public hearing on September 21, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

- B. City Attorney: Adoption of Resolution of Necessity 21-37-R for APN 007-360-016 (the “Property”) authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property (Paul Singh Eminent Domain) for the City’s expansion of the Tank Site 6 and repair of Well 41 at that site.

Mayor Ramirez opened the public hearing at 7:45 p.m. and called for the staff report. City Attorney Ty Mizote presented the staff report and invited questions of the Council.

Public Comment:

IN-FAVOR
None.

OPPOSED

None.

City Attorney Mizote answered questions from Council Member Brieno.

Motion to approve.

Mayor Ramirez closed the public hearing at 7:49 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

GENERAL BUSINESS:

- A. Finance: American Rescue Plan Act (ARPA) funding information regarding \$13,077,740 from Coronavirus State and Local Fiscal Recovery funding and allocate \$8.2 million of the funding due to reduction of revenue, appropriate \$699,105 for Public Safety Radios, \$30,000 for City Hall Covid Mitigation Improvements and \$40,000 for ARPA Community Outreach and seek initial input on future allocation

Finance Director Chris Tavarez discussed the American Rescue Plan Act of 2021 (ARPA). Dir. Tavarez summarized the listed eligible and prohibited uses, key dates, and reporting requirements. The Council Members shared their suggestions and provided their input on the fund allocation. Staff addressed the Council's questions and concerns regarding their suggestions staff's recommendation. After much discussion, the Council consensus is to discuss additional ARPA fund allocations at a future meeting.

Motion to approve as recommended.

RESULT:	APPROVED [3 TO 1]
MOVER:	Art Brieno, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray
NAYS:	Ramirez
ABSENT:	Sharp

- B. Public Works: Adoption of Emergency Resolution No. 21-39-R, approving the emergency repair of Well No. 45 and Well No. 49 by Valley Pump and Dairy Systems of Armona, CA, for a not to exceed price of \$250,000, and approve an additional appropriation of \$250,000 from Water Capital Reserves.

Deputy Public Works Director Jim Ross presented the Emergency Resolution for the Council's review and consideration. Dir. Ross answered questions from Council Member Brieno.

Motion to approve.

Attachment: 9.7.2021 (Clerk: 9.7.2021 Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Kalish Morrow
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

C. Police: Approval of the Annual Agreement between the City of Hanford and the Hanford Joint Union High School District for providing School Resource Officers.

Police Chief Parker Sever discussed the agreement and answered questions from Council Member Brieno.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

D. Administration: Approval of a contract with BBK Consulting Services for the full redistricting services, at a cost not to exceed \$45,000, including conducting the required public hearings, participation in public outreach meetings, and the online mapping tool, for the 2020 Census Redistricting Process.

City Manager Cifuentez presented the service agreement and provided a background. He also discussed the next steps to begin redistricting. City Manager Cifuentez answered questions from the Council.

Motion to approve the contract with BBK, without the use of an advisory committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kalish Morrow, Council Member
SECONDER:	Amanda Saltray, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

E. Council: Discussion of Annual Conference Resolutions; Approval of the City's position on the resolutions, and Direction to the voting representative to advance the City's position at the League of California Cities Annual Conference.

City Manager Cifuentez discussed the annual conference resolutions and answered questions from the Council.

Motion to direct the voting delegates to vote yes on both resolutions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Saltray, Council Member
SECONDER:	Kalish Morrow, Council Member
AYES:	Brieno, Morrow, Saltray, Ramirez
ABSENT:	Sharp

COUNCIL FUTURE AGENDA ITEMS:

It was a consensus of the Council to direct staff to bring back the discussion of police officers patrolling the parks on weekends, brought forth by Mayor Ramirez.

ADJOURNMENT:

Mayor Ramirez adjourned the meeting at 8:42 p.m.

Respectfully submitted,

Natalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: D
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SUBJECT:

Community Development - Housing: Award of Contract Fair Housing Education Services

See attached staff report:

FISCAL IMPACT:

ATTACHMENTS:

Staff Report 3.15.22.Award of Contract_Fair Housing.docx
 Community Services Employment Training (CSET) Proposal
 RFP for Fair Housing Education Services
 Subrecipient Agreeemnt -CSET Draft

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, March 15, 2022

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**
Award of Contract-Fair Housing Education Services

STAFF RECOMMENDATION

That the City Council:

1. Authorize staff to negotiate a contract with CSET for the provision of Fair Housing education services; and
2. Authorize the City Manager to execute the contract on behalf of the City.

BACKGROUND

The City's Community Development Block Grant (CDBG) program contains a regulatory requirement to affirmatively further fair housing. It's based on the U.S. Department of Housing and Urban Development's (HUD) obligation under Section 808 of the Fair Housing Act. HUD's framework not only prohibits discrimination in housing-related activities and transactions but also imposes a duty to affirmatively further fair housing. This is accomplished by taking meaningful actions that address significant disparities in housing needs and access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transferring racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance and civil rights and fair housing laws.

To meet the requirement, a substantial amendment to the 2019 Action Plan was approved and adopted by City Council on June 15, 2021. The Plan includes an allocation of \$15,000 to contract Fair Housing Education Services.

The CDBG program proposes to (1) provide culturally appropriate outreach and fair housing education opportunities for the varying needs of families and individuals within the City of Hanford (2) provide landlords and property managers with education in fair housing laws and practices to reduce the incidence of housing discrimination.

The Request for Proposals (RFP) was posted on Public Purchase and advertised in the Porterville Recorder and Hanford Sentinel. Additionally, staff notified various Fair Housing assistance organizations throughout California about the RFP by email communication. The City received a response packet from only one agency: Community Services Employment Training (CSET). The responsive organization meets the desired qualifications.

The proposed contract has an initial term of March 2022 through June 30, 2024, contingent on funding, with the possibility of extension by mutual agreement.

PROPOSAL



February 17, 2022

Response to RFP No. 21/22 - SR1924
 Submittal via Public Purchase website:
www.publicpurchase.com

SUBJECT: FAIR HOUSING EDUCATION SERVICES PROPOSAL

With this transmittal letter, Community Services & Employment Training, Inc., CSET, submits this proposal to provide Fair Housing Education Services to the Cities of Porterville and Hanford conforming to Request for Proposals No. 21/22 – SR1924.

CSET, the Community Action Agency for Tulare County, regularly extends services into Kings County. CSET has the only two HUD-certified housing counselors available in either county. First time home buyer and foreclosure prevention education services have been provided by CSET's Housing Services – part of the Community Initiatives Department – for more than a decade. CSET has conducted housing workshops in Spanish and English in Porterville regularly. CSET collaborates with Central California Legal Services to facilitate an ongoing eviction prevention program. Housing Services also operates Permanent Supportive Housing, Rapid Rehousing and emergency shelter programs with several governmental funding sources.

Founded in 1976, CSET offers more than 50 programs through 15 community offices, two of which are located in Porterville (Employment Connection and Senior Center), with another Porterville facility now being established for energy and weatherization services. CSET has a long-time partnership with the Kings County Jobs Training Organization (JTO) to operate an employment program for senior citizens. It also collaborates with the Kings Community Action Organization and Kings United Way on the Volunteer Income Tax Assistance program.

CSET has more than 220 employees, with a 14-member Fiscal Department experienced with governmental grants, a department director devoted to ensuring compliance with contract requirements, and a Communications and Information Systems Department that expertly handles record keeping. That department also has a Marketing team that uses social media and electronic tools as well as traditional forms of publicity to inform the public about programs offered by CSET and its partners.

The attached proposal is a firm offer valid for 90 days. Thank you for the opportunity to respond. Sincerely,

Mary Alice Escarsega-Fechner
 Executive Director

CSET – Strengthening Youth, Families & Communities Since 1976

312 N.W. 3rd Avenue
 Visalia, CA 93291

Phone
 (559) 732-4194
 Fax
 (559) 733-3971
www.cset.org

Earlimart
 (661) 849-2960

Porterville
 (559) 788-1400

Tulare
 (559) 684-1987

Cutler/Orosi
 (559) 528-1095

Pixley
 (559) 757-0098

Senior Services
 1(800) 321-2462

2. Title Page**RFP subject**

Fair Housing Education Services Proposal, responding to RFP No. 21/22 - SR1924

Name of proposer's firm

Community Services & Employment Training, Inc. (CSET)

Local address

312 Northwest 3rd Avenue, Visalia, CA 93291 (main office)

Telephone number

(559) 732-4194

Name of contact person

Albert Cendejas, Assistant Director, Community Initiatives

E-mail address

albert.cendejas@cset.org

Date of proposal

February 17, 2022

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4. Understanding of the Project

CSET is a direct recipient of housing funds from the federal Department of Housing and Urban Development and also receives HUD funds as a subcontractor. CSET is familiar with the requirements of the Fair Housing Act and the mandate to work diligently to affirmatively further fair housing. CSET is aware that the Cities of Porterville and Hanford, as entitlement jurisdictions, have put in place Consolidated Plans through processes that required them to: (1) examine and attempt to alleviate housing discrimination within their jurisdictions; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, sexual orientation, gender identity, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the nondiscrimination requirements of the Fair Housing Act. By becoming familiar with the Consolidated Plans, CSET will be able to educate residents about local Fair Housing efforts as well as federal law.

CSET recognizes that the project has three distinct tasks, all of which CSET has the experience and expertise to conduct:

- Fair housing education, provided through community presentations and landlord trainings, seminars and information for City officials, analysis of legislation, and one-to-one education for residents.
- Fair housing outreach, accomplished with marketing materials, media usage, and participation in community events.
- Reporting and record keeping, including financial reports, program updates and evaluations.

The initial term of the contract is understood to be March 2022 to the end of June 2024, contingent on funding, with extensions possible. With the program funded by Community Development Block Grant (CDBG) funds, CSET agrees to operate it in compliance with all pertinent federal regulations, including, but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

5. Scope of Services

The scope of work for Fair Housing Education Services will support the policies and goals of the Analysis of Impediments, Consolidated Plan, and Action Plan of each city, in addition to any other relevant plans. CSET agrees to provide the following services:

Task 1 - Fair Housing Education

- CSET will develop and present virtual seminars in English and Spanish on fair housing laws and issues that include education about and promotion of available housing vouchers. In addition to more general sessions intended for tenants, brokers, realtors and lenders, seminars will be developed that focus on landlords and property managers. The number and nature of these seminars will be determined in consultation with City officials through an evaluation of community needs and funding limitations. Videos could be taped and made available to stream on demand, interactive sessions could be conducted in real time via video conferencing, or some combination could be utilized.
- An annual seminar will be provided to City staff and elected officials virtually or in person regarding fair housing issues, laws, reasonable accommodation, resources, AFFH and current events. City staff will be provided with information and analysis of existing and proposed state and federal fair housing legislation as needed and requested.
- One-to-one education sessions will be provided for at least six hours per month for Porterville and Hanford residents.

Task 2 - Fair Housing Outreach

Brochures and/or pamphlets regarding fair housing law and regulatory issues in both English and Spanish will be distributed. Media exposure will be obtained through newspapers, radio, social media and the internet, and television coverage will be sought. Fair housing information will be disseminated at community events at least once per year per City.

Task 3 - Reporting and Record Keeping

Monthly financial reports, program progress reports, evaluations and other reports will be submitted as required by 24 CFR 570.507, OMB Circular A-110, HUD, and/or the Cities. If one-to-one services are provided the monthly reports attached to invoices will report on the income levels, races, and ethnicity of the clients served, along with services provided. Records will be retained for at least five years after the close of the contract with each City. After this period, records will be disposed of via shredding or similar technique. CSET acknowledges that reports are due on the 15th day of each month for the previous month if any program activity took place.

6. Schedule of Tasks

March-April 2022

- Proposal is funded and contract is signed
- Create, approve, order, and receive marketing materials (some fair housing materials are already available for reproduction with the addition of City logos)
- Begin conducting outreach through partner networks
- Pursue media exposure through print, radio, television, social media, and the internet

April 2022-June 30, 2024

- Prepare and order ads
- Schedule presentations
- Utilize existing CSET programs to spread the word
- Leverage partnerships with agencies providing services to low-income groups of residents (including the Porterville Employment Connection, Tulare County Health and Human Services Agency, Kings Community Action Organization, Kings United Way, Kings County Human Services Agency)
- Participate in community events to distribute fair housing information (at least one per year per City)
- Conduct outreach and establish locations to provide one-to-one services with community residents (CSET staff will be mobile, reducing barriers to access for persons with needs)

7. Project Management

CSET's manager of the Fair Housing Education Services project:

Albert Cendejas

Assistant Director, Community Initiatives

HUD Certified Housing Counselor

8. Project Personnel

Albert Cendejas, Assistant Director, Community Initiatives

Albert will manage the Fair Housing Education Services project. A HUD certified housing counselor, he joined CSET a decade ago. Since he became an Assistant Director in March 2014 he has managed CSET's Senior Services, BizHub and Volunteer Income Tax Assistance programs. Albert has over 22 years of experience in credit management and community service programs. His hands-on involvement in fair housing started with the mortgage lending industry. During his 12 years with Wells Fargo he advanced from Intern to Credit Manager to Assistant Manager to Manager and Manager II. Albert is experienced in managing and ensuring the efficient execution of federal, state and local government contracts. Major duties performed as the Assistant Director include developing and managing financial counseling program budgets, service goals, and work plans, establishing operational procedures; supervising program staff and activities; collaborating with community partners to promote housing and small business counseling programs; combating mortgage and elder scams; and expanding resources. He completes and evaluates program progress reports for CSET leadership and funding sources.

Rocio Duran, Senior Program Coordinator

Rocio, a HUD certified housing counselor, joined CSET's housing staff in June 2013 after working in the Weatherization and Energy Assistance Divisions for four years. In addition to providing program oversight, she will be responsible for providing one-to-one education sessions for residents. Her education and training make her particularly well suited for counseling and assisting residents with housing issues. Classes she completed at College of the Sequoias include General Psychology, Social Anthropology, Introduction to Human Services, Drug and Alcohol Treatment, Introduction to Social Welfare and Human Services – Interviewing. Ongoing training includes dozens of webinars and workshops on such topics as Human Trafficking, Traumatic Brain Injury, Racism, Homelessness and Social Justice, Financial Self-Care for Personal and Professional Use, and various social services, with emphasis on SAMHSA's SOAR (SSI/SSDI Outreach, Access, and Recovery).

Beatriz Sanchez, Senior Program Specialist

Beatriz joined CSET in 2014 as a Program Specialist and was promoted to the Senior position in 2016. She will be responsible for outreach, fair housing education seminars, reporting and record keeping. She does much of the record keeping for CSET's current housing programs, including developing spreadsheets updated daily that detail program outcome measures to track progress, documenting referrals and intake appointments, and submitting monthly reports to funding agencies. She continuously collaborates with CSET's Housing team members, landlords, property managers, funders and housing officials to facilitate coordinated delivery of services. She has completed college coursework in Human Services-Social Work and continues to take classes at College of the Sequoias.

9. Project Costs

(Consultant Services Budgets and Staffing Plans are attached as Exhibit A)

Line Item	Hanford	Porterville
Salaries	\$6,918.88	\$5,906.29
Fringe Benefits	\$3,391.75	\$2,898.87
Office Space (program share)	\$411.69	\$350.70
Payroll Processing	\$79.57	\$67.92
Communications	\$198.06	\$190.06
Reproduction/Printing	\$195.08	\$192.84
Supplies & Materials	\$4,109.67	\$2,335.31
Mileage	\$918.00	\$864.00
Insurance	\$77.90	\$61.50
Other	\$22.43	\$19.11
Indirect Costs	\$2,676.98	\$2,113.40
TOTALS	\$19,000.00	\$15,000.00

City of Porterville would receive the services of Senior Program Coordinator Rocio Duran for approximately 84 hours (7 per month on average), and Senior Program Specialist Beatriz Sanchez for approximately 192 hours (16 per month). Expenses also include costs for fair housing outreach that could include: flyers, posters, A-frame signs, tablecloths with program logos, radio and/or Spotify advertising, and social media/newspaper outreach (\$2,166).

City of Hanford would receive the services of Senior Program Coordinator Rocio Duran for approximately 96 hours (8 per month on average), and Senior Program Specialist Beatriz Sanchez for approximately 228 hours (19 per month). Expenses also include costs for fair housing outreach that could include: flyers, posters, A-frame signs, tablecloths with program logos, radio and/or Spotify advertising, and social media/newspaper outreach (\$3,912).

EXHIBIT A
Consultant Services Budget and Staffing Plan

See RFP – Scope of work for details of budget items below.

ESTIMATED BUDGET City of Hanford

Line Item	Budgeted Amount
Salaries	\$ 6,918.88
Fringe	\$ 3,391.75
Office Space (program only)	\$ 411.69
Payroll Processing	\$ 79.57
Communications	\$ 198.06
Reproduction/Printing	\$ 195.08
Supplies and Materials	\$ 4,109.67
Mileage	\$ 918.00
Audit	\$ 0.00
Insurance	\$ 77.90
Other (Specify) Postage, Professional Fees, Dues, memberships and subscriptions, other miscellaneous	\$ 22.43
Indirect Costs (Specify) Federal Indirect Cost Rate (HUD) 16.4%	\$ 2,676.98
TOTAL:	\$ 19,000.00

*Provide a staffing plan for accomplishing the tasks listed in the Scope of Work section of the RFP and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate
Senior Program Coordinator	Provide one-to-one education sessions for Porterville and Hanford residents, program oversight	96	\$38.80
Senior Program Specialist	Fair housing education, outreach and program reporting and record keeping	228	\$28.88

EXHIBIT A
Consultant Services Budget and Staffing Plan

See RFP – Scope of work for details of budget items below.

ESTIMATED BUDGET City of Porterville

Line Item	Budgeted Amount
Salaries	\$ 5,906.29
Fringe	\$ 2,898.87
Office Space (program only)	\$ 350.70
Payroll Processing	\$ 67.92
Communications	\$ 190.06
Reproduction/Printing	\$ 192.84
Supplies and Materials	\$ 2,335.31
Mileage	\$ 864.00
Audit	\$ 0.00
Insurance	\$ 61.50
Other (Specify) Postage, Professional Fees, Dues, memberships and subscriptions, other miscellaneous	\$ 19.11
Indirect Costs (Specify) Federal Indirect Cost Rate (HUD) 16.4%	\$ 2,113.40
TOTAL:	\$ 15,000.00

*Provide a staffing plan for accomplishing the tasks listed in the Scope of Work section of the RFP and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate
Senior Program Coordinator	Provide one-to-one education sessions for Porterville and Hanford residents, program oversight	84	\$38.80
Senior Program Specialist	Fair housing education, outreach and program reporting and record keeping.	192	\$28.88

ALBERT CENDEJAS

WORK EXPERIENCE

June 2013-Present Community Services Employment Training Visalia, CA
Assistant Director – Community Initiatives, CSET Senior Services
 I Planned, developed, initiated start-up of the Senior Services Program
 I Manage up 18 seniorservicesstaff; 8 seniorcentersand Meals on Wheels
 I Collaborate with K/T AAA and Community Partners for trainings, workshops, policies and procedures
 I Review of contract grant agreements with vendors and subcontractors
 I Examination and analysis of program budgets
 I Oversee all nutrition and support services programs which include Meals on Wheels of Tulare County
 I Coordinated the annual Senior Day in the Park in Tulare County and assisted in Kings County
 I Coordinated and assisted in the annual Senior Stocking Campaign

May 2011-Present Community Services Employment Training Visalia, CA
Assistant Director – Community Initiatives, Biz Hub
 I Planned, developed, and conducted technical training workshops and curriculum in Tulare and Mariposa County
 I Prepare and formulated business plans and strategies to small business owners
 I Conduct quantitative analysis of financial data to forecast revenue and expenses
 I Assisted in Community Development Block Grant (CDBG) loan closings
 I Worked with local lenders to finance business development projects

December 2012-Present Community Services Employment Training Visalia, CA
Assistant Director – Community Initiatives, Volunteer Income Tax Assistance (VITA) Program
 I Yearly recruit and train over 200 volunteer staff to support program and supervise 10 staff
 I Prepare over 3,600 tax returns yearly and over \$5.6M in federal refunds
 I Collaborate with IRS for trainings, workshops, policies and procedures
 I Supervise programs for both Tulare and Kings County along with Kern County for CALEITC
 I Collaborate with local financial institutions to incorporate financial literacy and education

January 2014-Present Community Services Employment Training Visalia, CA
Assistant Director – Community Initiatives, Bridge Loan Program
 I Planned and developed the emergency lending program for CSET
 I Conduct quantitative analysis of financial data from client applications
 I Prepare applications for consideration to loan committee
 I Prepare final loan documents for clients
 I Create files, follow ups, and payment arrangements with clients

1999–May 2011 Wells Fargo Financial Visalia, CA
Intern/Credit Manager/Assistant Manager/Manager/Manager II
 I Recruit, interview, hire, and trained credit managers; development of the sales team
 I Managed up to 14 credit managers
 I Worked hand in hand with Sales Development Consultants/Central Loan Approval Office fulfillment team/Compliance/Wells Fargo & Company affiliates and District Managers
 I Sold FHA/ Prime/ Portfolio/ HELOC's/ Credit Cards/ Auto/ Personal loans/ Ancillary products/ Affiliate products checking and savings
 I Underwrote/analyzed/title and lien review of real property
 I Credit Bureau review and analysis/appraisal review and analysis
 I Complied fully to Wells Fargo & Company policy, Regional, and District policies
 I Green ratings in full compliance reviews

CONTACT



559-393-2323



alcend@yahoo.com



441 North L St.
 Dinuba, CA 93618

CERTIFICATIONS

Serve Safe Certification
 IRS Certified Advanced
 Tax Preparer
 IRS Site Coordinator
 Solar Photovoltaic Design
 & Installation

EDUCATION

CSU, Fresno 1997–1999
 B.S., Business
 Administration-
 Emphasis Finance.
 Dean's List-Cum GPA
 3.8
 Kings River Community
 College 1994-1997

PROFESSIONAL QUALITIES

Bilingual-English/Spanish
 Farmer/farm laborer
 Heavy equipment operator
 Team player
 Goal oriented
 Self-motivated
 Quick learner
 Loyal and dependable
 Willing to learn

VOLUNTEER WORK

Dinuba Unified Bond
 Committee
 Dinuba Unified Budget
 Committee
 Make a Difference Day
 Dinuba Farmers Market
 Grid Alternatives

Rocio Duran

rocio.m.duran@ hotmail.com

Professional Profile

Career Objective

Seeking a challenging position as an outreach worker that will utilize my skills and aid me in gaining valuable experience in the field of public welfare.

Skills Summary

- Strong work ethic and the genuine desire to promote and adhere to the company's mission.
- Skilled in case management
- Organizational skills and the ability to approach complex tasks in a manner that is efficient and logical.
- Able to take initiatives and get the work done without any supervision.
- Accustomed to meeting tight deadlines.
- Excellent verbal and written communication skills
- Proficient in Spanish and English, which includes writing, reading and speaking.
- Comfortable with office applications and specialized software solutions including database software, spreadsheet software, word processing software, and other computer applications.
- Work with office equipment which includes, multi-line phones, multi-use copier, computer, fax, scanner, labeler, etc.
- Strong problem solving skills

Professional Experience

CSET

Senior Program Coordinator

2013-present

Hired as a clerk and promoted several times to lead CSET's Housing team on a day-to-day basis. HUD-certified housing counselor. Continuing education includes classes at College of the Sequoias such as General Psychology, Social Anthropology, Introduction to Human Services, Drug and Alcohol Treatment, Introduction to Social Welfare and Human Services – Interviewing. Ongoing training includes dozens of webinars and workshops on such topics as Human Trafficking, Traumatic Brain Injury, Racism, Homelessness and Social Justice, Financial Self-Care for Personal and Professional Use, and various social services, with emphasis on SAMHSA's SOAR (SSI/SSDI Outreach, Access, and Recovery) program.

Sequoia Energy Services (a CSET affiliated venture)

Residential Consultant / Sales & Marketing Administrative Assistant

2011-2013

Participated in events to market the company such as home shows, company presentations and community events. Educated clients on energy efficiency and explained the benefits of upgrading their home. Created presentations for potential clients, collaborated with team to prepare sales proposal. Developed and maintained the relationship with current customers. Worked together with project managers to answer all of clients questions and concerns accurately. Ensured that customer requirements were successfully fulfilled. Reviewed client personal information for financing purposes. Updated client information on company

database. Followed up on leads and referrals provided by clients. Assisted Sales team with client calls. Scheduled energy audits to work around client and technician schedule. Made personal action plans and schedules to meet certain goals. Created flip chart which maintains materials relating to sales product and updated my knowledge of current BPI standards. Created marketing materials such as brochures, fliers, designs, promotional items, etc. for the company. Updated web accounts such as Facebook, Twitter, etc. Made purchases for the company and researched pricing to fit company budget. Fulfilled other duties and responsibilities as assigned.

CSET

Program Specialist

2010-2011

Conducted community outreach to ensure maximum residential participation in state funded programs. Provided workshops for low income families. Explained benefits of free weatherization to home owners. Gathered personal information from clients to assist with utility bills and or home weatherization. Maintained and tracked client information. Input information into database. Reviewed all applications for completion and signatures while ensuring accuracy of forms and data. Communicated process of assistance with clients and ensured work flow was moving along smoothly. Followed up with clients regarding missing documents and denial of services. Kept a professional attitude with disgruntled clients.

Sequoia Community Corps (CSET's certified youth conservation corps)

Corps Member Administrative Clerk

2009-2010

Assisted the Weatherization Operations team in filing all correspondence. Kept a good communication with subcontractors in order to efficiently process faxed work orders. Handled a high volume of client calls and addressed to their needs and concerns. Forwarded incoming calls to appropriate personnel. Scheduled and prepared field files for CSET Weatherization crews. Input data into the Weatherization tracking system and updated daily with incoming invoices. Helped a variety of individuals from different social and economic as well as racial backgrounds.

Picture People

Photographer and Sales Associate

2008-2009

Handled a high volume of phone calls. Worked in a high passed, high energy environment with up to 30 children waiting in the lobby. Input client information into database and handled currency. Had an exceptional relationship with clients, which helped boost sales. Photographed children and large groups, which required patience and great interpersonal skills. Education

Education

Brooks Institute of Photography

Santa Barbara, CA

2006-2007

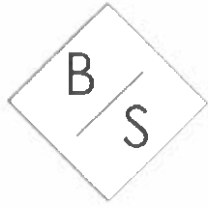
Technical aspects of photography (lighting, contrast, etc.)

California State University, Fresno

Fresno, CA

2003-2004

General Education



BEATRIZ SANCHEZ

adrianasanchez938@gmail.com | 559-329-6217 | Lemoore, CA 93245

Objective

To obtain a position where I can assist consumers in accessing benefits and services by providing information and education about community resources.

Experience

Sr. Program Specialist

08/2016 - Current

Community Services Employment Training | Visalia, CA

- Responsible for the development and update of daily Excel spreadsheets detailing program outcome measures to track progress for the monthly reports.
- In control of tracking and documenting referrals and intake appointments to aid displaced families.
- Continuously collaborate with team members to execute project requirements and implement program enhancement to meet mandated deadlines.
- Collaborate with HHSA Office to ensure program goals are being met.
- Responsible for facilitating program meetings and providing updates to funders.
- Responsible submit monthly program reports such as the HSP14 and Client statues.
- Responsible for the creation and implementation of a new intake process that facilitates the screening of program participants to provide personalized services.
- Improving customer satisfaction by finding creative solutions to problems.
- Collaborate with local housing entities and property management's as well as private landlords to locate housing and other support services for displaced families.
- Utilize various data systems such as Apricot and HMIS to compile data from the intake interviews to comply with state requirements.
- In charge of creating and facilitating life skills training to participants in the housing program.
- Responsible for conducting intake interviews, home visits, executing payments to vendors, and collecting data for required monthly reporting to the HHSA Office.
- Monitor budgets for housing participants to act in accordance with program guidelines.
- Maintained files to help ensure program requirements are met for quality assurance reviews.
- Assisting effectively training new hires in best practices and protocols.

Program Specialist

12/2014 - 08/2016

Community Services Employment Training | Tulare/Visalia, CA

- Implemented problem-solving to carry out instructions furnished in written and oral form.
- Provided exceptional customer service attention both in person and over the phone.
- Researched to better understand the material prior to making or drafting educational presentations.
- Facilitated substance use prevention presentation within Tulare County youth
- Facilitated parenting classes to parents in Tulare County.
- Input data into systems using different software, adhering to all procedures to keep information private.
- Established and maintained network systems using networking principles.
- Collected and reviewed rental applications

Education

Perusing Associate of Sciences: Major, Human Services - Social Work
Attending College of The Sequoias | Visalia, CA

REQUEST FOR PROPOSAL (RFP)



REQUEST FOR PROPOSALS FOR FAIR HOUSING EDUCATION SERVICES

RFP No. 21/22 - SR1924

The Cities of Hanford and Porterville ("Collaborative Partners") are jointly soliciting proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Education Program starting March 2022. The program includes Fair Housing education and outreach as described in this RFP. This program shall be funded through Community Development Block Grant (CDBG) funds and is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Submittal:

One PDF file must be received by:
5:00 p.m., Thursday, February 17, 2022
 Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title:

RFP No. 21/22 - SR1924 Fair Housing Education Services

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Cities and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than 4:00 p.m. Tuesday, February 15, 2022.**

REQUEST FOR PROPOSALS FAIR HOUSING EDUCATION SERVICES INFORMATION

Background

The Cities of Hanford and Porterville are entitlement communities and participating jurisdictions under the United States Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program.

As HUD-funded grant recipients, each City is obligated under various laws not to discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability. A strong commitment to affirmatively further fair housing is a requirement for participating in HUD's many housing and community development programs. The Fair Housing Act specifies that federal grantees shall administer programs and activities relating to housing and urban development in a manner that affirmatively furthers the policies outlined in Section 808(e)5.

The Housing and Community Development Act of 1974, as amended, is the dominant statute for the Community Development Block Grant (CDBG) program. It requires that each federal grantee certify to HUD's satisfaction that (1) the awarded grant will be carried out and administered according to the Fair Housing Act, and (2) the grantee will work diligently to affirmatively further fair housing. This certification to HUD may be implemented through the Consolidated Plan process. Under the Consolidated Plan, HUD-funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, sexual orientation, gender identity, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the nondiscrimination requirements of the Fair Housing Act.

Overview

The Cities of Hanford and Porterville ("Collaborative Partners") are jointly soliciting proposals from qualified organizations for the development, implementation, and administration of a Fair Housing Education Program starting March 2022. The program shall include Fair Housing education and outreach. This program shall be funded through Community Development Block Grant (CDBG) funds and is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Purpose

The purpose of this proposal is to select and contract with a qualified organization to provide fair housing education services to the Cities of Hanford, Porterville and their residents. This coordinated RFP provides a streamlined process for the Collaborative Partners to review applications and award funding to the organization that best satisfies the conditions of this

RFP. The City of Porterville is issuing this RFP as it is serving as the lead entity to the Collaborative Partners.

Collaborative Partners and Funding Availability

- **City of Hanford**

Hanford is a commercial and cultural center in the south-central San Joaquin Valley and the county seat of Kings County, California. Incorporated in 1891, Hanford has steadily flourished into a community of more than 56,000 citizens. Hanford is proud of its small-town charm and rich history, and offers its residents a high quality of living along with larger-city amenities. The anticipated funding for Fair Housing education services is \$19,000 for FY21/22.

Contact: Sandra Lerma, Housing Administrative Analyst

slerma@cityofhanfordca.com, (559) 585-4766

www.ci.hanford.ca.us

- **City of Porterville**

Incorporated in 1902, the City of Porterville is located on the Tule River at the base of the western foothills of the Sierra Nevada, and has an approximate population of 59,571. The City's Community Development Department administers the CDBG Program. The anticipated funding for Fair Housing education services is \$15,000 for FY 2021/22. The maximum proposal request may not exceed \$15,000 for a one-year period.

Contact: Luisa Zavala, Administrative Analyst

lzavala@ci.porterville.ca.us, (559) 782-7460

www.ci.porterville.ca.us

Contract Period

The initial term of the contract shall be from March 2022 and ending on June 30, 2024, contingent on funding. Extensions may be granted for additional years by the Cities contingent upon satisfactory performance by the contractor and availability of funding. This program will be funded with Community Development Block Grant (CDBG) funds and as such is required to be operated in compliance with all pertinent federal regulations, including but not limited to, 24 CFR Part 570 and OMB Circular A-122 and A-133.

Eligibility Information

Open to all agencies; non-profit and for-profit. Applicant must demonstrate a thorough knowledge of fair housing laws and regulations, as well as experience in implementing fair housing programs.

The Cities hereby affirmatively ensure that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

The right is reserved by the Cities of Hanford and Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract, according to the proposal which best serves the interest of the Cities.

Insurance Requirements

Insurance must be procured prior to the execution of a contract. The selected agency will need to comply with each Collaborative Partner's insurance requirements. The insurance policies must be maintained for the duration of the contract.

- **City of Hanford & City of Porterville –**

The selected agency will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

- General Liability (bodily injury and property damage)*
- Professional Liability (errors and omissions)*
- Automobile Liability*
- Workers Compensation - Statutory Limits

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

Payment for Services

Each City will pay the Fair Housing Provider, per their individual contract and/or agreement, an amount to be mutually agreed upon between the Fair Housing Provider and the City. Provider shall bill each City at the address set forth in each City's contract, for services rendered under this Scope of Work.

Scope of Work

The following scope of work provides an outline of services that are expected to be offered as part of the Fair Housing Education Services. The consultant may modify the desired scope of work presented below only if, based on their professional expertise and knowledge, they can provide an approach that will effectively address the goals of this project; however, the consultant shall identify and explain any modifications to the requested scope.

Task 1 - Fair Housing Education

- a. Develop and present virtual seminars (English & Spanish) on fair housing law and issues for landlords, tenants, brokers, realtors and lenders. To include a minimum of the following:
 - a. (2) Community presentations
 - b. (2) Landlord trainings

This effort shall include education and promotion of available housing vouchers.

- b. Provide training to City staff/electeds regarding fair housing issues, laws, reasonable accommodation, resources, AFFH and current events (annually, which may be held virtually.)
- c. Provide City staff with information and analysis of existing and proposed state and federal fair housing legislation, as needed and requested.
- d. Provide one-to-one education sessions for Porterville and Hanford residents for a minimum of 6 hrs/mo.

Task 2 - Fair Housing Outreach

- a. Develop, produce, and provide for distribution to the public, fair housing brochures and/or pamphlets regarding fair housing law and regulatory issues. These materials shall be available in both English and Spanish.
- b. Seek media exposure through print, radio, television, social media, and the internet.
- c. Participate in community events to distribute fair housing information (minimum of one event annually per City).

TASK 3 - Reporting and Recordkeeping

- a. The Contractor will be required to prepare and submit monthly financial reports, program progress, evaluations and other reports, as required by 24 CFR 570.507, OMB Circular A-110, HUD, and/or the Cities. Provide the Cities of Hanford and Porterville with monthly reports (attached to invoice) containing, at a minimum, the income level, race, and ethnicity of the clients served, along with services provided, if one-one service is provided. Reports on activities in Task 1 (Education), Task 2 (Outreach), and 3 (Reporting and Recordkeeping) must be provided monthly with Invoice. CDBG funds will be used to cover the contract, so proposers must be familiar with CDBG and other federal-funding requirements for reporting and billing purposes.
- b. Maintain records for at least five years after the close of the project/contract with each City. After this period, the agency and subcontractor shall dispose of records via shredding or similar technique.
- c. Financial Reports/Reimbursement Claims & Performance Reports Due Dates:
 - Due the 15th day of each month for the previous month- if activity took place

NOTE: This is a cost reimbursement program and no funds will be provided up-front. Back-up documentation will be required for all costs submitted for reimbursement. Only those items in the approved budget, or an approved amendment, will be eligible for reimbursement.

Submission of Questions

All questions should be directed via email to Luisa Zavala, City of Porterville, at lzavala@ci.porterville.ca.us no later than Tuesday, February 15, by 4:00 p.m.

Addenda

It is the responsibility of respondents to check the Public Purchase webpage <https://www.publicpurchase.com> for Addenda or other additional information that may be posted regarding this RFQ.

Proposal Submittal

Proposals shall be submitted to the City of Porterville, via the Public Purchase website, by 5:00 pm on Thursday, February 17, 2022. To be considered, providers must submit a complete response to this RFP using the format required on the Public Purchase website <https://www.publicpurchase.com> or via email to housing@ci.porterville.ca.us.

Proposal Content and Format

Proposals should meet the stated requirements and propose the best methods to accomplish the work within the stated budget. The organization of proposals should follow the general outline below:

1. Transmittal Letter and Signature
The transmittal letter should include the name, title, address, e-mail address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer and who may be contacted during the period of proposal evaluation. The letter should include a brief overview of the consulting firm(s), including location, size and expertise. The letter shall also contain a statement to the effect that the proposal is a firm offer for a 90-day period. Only one transmittal letter need be prepared to accompany all copies of the proposal.
2. Title Page
Indicate RFP subject, name of proposer's firm, local address, and telephone number, name of contact person, e-mail address, and date of proposal.
3. Table of Contents
Include a listing of the major sections in the proposal along with the associated page numbers.
4. Understanding of the Project
The proposal should include a brief narrative introducing the proposer's understanding of the project requirements. The contents of this section are to be determined by the particular respondent but should demonstrate understanding of the unique characteristics of this project and the requirements of the project in the scope of work contained in the RFP.

5. Scope of Services

The scope of work for Fair Housing Education Services will, at a minimum, contain the following work tasks: Fair Housing Education, Fair Housing Outreach, and Reporting and Recordkeeping.

The scope of work for Fair Housing Education Services will support the policies and goals of the Analysis of Impediments, Consolidated Plan, and Action Plan, and any other relevant plans.

6. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks and a timeframe for each task.

7. Project Management

Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not cause substitution of the project manager without prior approval by the Cities.

8. Project Personnel

The prospective consultant shall describe the qualifications of all professional personnel who will be assigned to the project, including a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the contract, and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior approval of the Cities.

9. Project Costs

The prospective consultant shall prepare a detailed cost proposal for the work to be performed as described in the Scope of Work. The cost proposal shall itemize all items that will be charged to each City. Costs shall be segregated to show actual costs, including hours, rates, classifications, administrative and overhead rates, and direct and indirect expenses. If subcontractors are to be used, the prospective consultant must indicate any markup that the prospective consultant plans to take on subcontractors. The same breakdown of subcontract costs shall be provided as is required for contractor costs above.

Note: The applicant must be aware the request/program is contingent upon receivable funds from HUD.

Proposal Evaluation

Proposals submitted by each consultant who meets the proposal requirements will be evaluated separately by a proposal review panel made up of City staff to determine the necessity for verbal interviews in the first phase of the proposal evaluations. The evaluation will be based on information provided in response to the RFP and information provided by former clients for whom work of a similar scope has been done. Evaluation considerations include the following:

- *Qualifications of Project Team.* The qualifications of consultant firm and each team member and sub consultant.
- *Experience.* The relevant and current experience of each member of the team, detailing the team member's involvement with the projects described and the outcomes (i.e., meet timeline, adoption, etc.).
- *Quality of Work Plan.* The approach to be taken by the Consultant, including the scope of services and deliverables.
- *Comprehensiveness.* Ability to provide comprehensive, clear, and concise answers to the information requested by the RFP.
- *Schedule.* Proposal of an effective timeline allotting reasonable time ranges per task and demonstration of ability to meet project schedule.
- *Knowledge.* Demonstrated knowledge of federal, state, and local laws, rules, and regulations.
- *Past Performance.* Work previously performed for similar governmental agencies.

The Cities of Hanford and Porterville reserve the right to select a consultant based solely on the written proposals and not convene verbal interviews. If verbal interviews are needed, the top consulting firms will be invited to make a formal presentation to a selection committee in the second phase of the proposal evaluations.

Modifications or Withdrawal of Proposals

Any proposal received prior to the date and time specified above may be withdrawn or modified by written request of the consultant. All verbal modifications of these conditions or provisions are void as ineffective for proposal evaluation purposes.

Rejection of Proposals

Failure to meet the requirements of the RFP will be cause for rejection of the proposal. The Cities of Hanford and Porterville may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high costs. The Cities reserve the right to reject any and all proposals without cause and may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP's documents or excise the proposer from full compliance with the contract requirements, if the proposer is awarded the contract. ***Note: The applicant must be aware the program is contingent upon receivable funds from HUD.***

EXHIBIT A
Consultant Services Budget and Staffing Plan

See RFP – Scope of work for details of budget items below.

ESTIMATED BUDGET

Line Item	Budgeted Amount
Salaries	\$
Fringe	\$
Office Space (program only)	\$
Payroll Processing	\$
Communications	\$
Reproduction/Printing	\$
Supplies and Materials	\$
Mileage	\$
Audit	\$
Insurance	\$
Other (Specify)	\$
Indirect Costs (Specify)	\$
TOTAL:	\$

*Provide a staffing plan for accomplishing the tasks listed in the Scope of Work section of the RFP and indicated in the Estimated Budget above.

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate

EXHIBIT B
Proposal Evaluation Criteria

Consultant/Firm Name: _____

Each proposal will be evaluated on the basis of the following criteria and assigned a numerical score. A minimum of 75 is required for applicants to be placed on the list for further consideration.

Evaluation Criteria	Points Possible
Fair Housing Experience	25
Years of experience with fair housing education similar to the services outlined in the Scope of Work	
Qualifications	25
- Educational or professional levels of management and supervisors. - Training requirements for staff answering inquiries. - Ability to work collaboratively with landlords, property managers, diverse racial and cultural groups and other community stakeholders.	
Diversity	25
- Strength of plan to reach diverse racial and cultural groups to provide fair housing information and education. - Ability to assist persons with limited English proficiency.	
Outreach	25
- Strength of plan for outreach and community engagement. - Coordination with organizations serving low-income and minority populations in Porterville & Hanford. - Number of staff hours committed to working onsite in the communities of Hanford and Porterville	
Total Points Possible	100
Bonus Points: Local Agency	15
Proposal Score	

Rating Committee: _____ Date: _____

DRAFT SUBRECIPEINT AGREEMENT

SUBRECIPIENT AGREEMENT BETWEEN

THE CITY OF HANFORD, CALIFORNIA

AND

**FOR
2021-2022**

THE CITY OF HANFORD

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FAIR HOUSING EDUCATION SERVICES

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c.	The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.	28
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**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HANFORD, CALIFORNIA
AND**

**—
FOR
THE CITY OF HANFORD
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this **1st Day of April 2022**, by and between the CITY OF HANFORD (herein called the "Grantee" and "City") and (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD) under its Community Development Block Grant Program, hereinafter "CDBG," under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City is a recipient of CDBG funding for the fiscal year 2019 -2020 and 2020-2021 for use in funding eligible activities furthering established national objectives to benefit its low- and moderate-income residents as defined in the Act; and

WHEREAS, the City desires to use a portion of CDBG funds to utilize the services of the Subrecipient to educate consumers and providers regarding fair housing rights and responsibilities, hereinafter "Fair Housing Education Services", more specifically described in Section 1 of this Agreement; and

WHEREAS, the Subrecipient represents that it has the necessary experience and expertise in providing fair housing education and outreach in a manner satisfactory to Grantee to implement the Fair Housing Education Program; and

WHEREAS, the program year 2021-2022 Annual Action Plan- CDBG allocation, approved by City Council on April 21, 2021, was \$15,000; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Subrecipient is willing to render such social services, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICES

A. Activities

1. General Statement: The Subrecipient will be responsible for developing, implementing, and administering a Fair Housing Education Program. The Subrecipient will be responsible for

helping a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery:

Subrecipient shall provide the following fair housing education services consistent with all applicable laws, rules, and regulations:

Task 1 - Fair Housing Education

- a. Develop and present virtual seminars (English & Spanish) on fair housing law and issues for landlords, tenants, brokers, realtors, and lenders. To include a minimum of the following:
 - a. (2) Community presentation
 - b. (2) Landlord training

This effort shall include education and promotion of available housing vouchers.

- b. Provide training to City staff/elected regarding fair housing issues, laws, reasonable accommodation, resources, AFFH, and current events (annually, which may be held virtually.)
- c. Provide City staff with information and analysis of existing and proposed state and federal fair housing legislation, as needed and requested.
- d. Provide one-to-one education sessions for Hanford and Hanford residents for a min of 6 hrs/mo.

Task 2 - Fair Housing Outreach

- a. Develop, produce, and provide for distribution to the public fair housing brochures and/or pamphlets regarding fair housing law and regulatory issues. These materials shall be available in both English and Spanish.
- b. Seek media exposure through print, radio, television, social media, and the internet.
- c. Participate in community events to distribute fair housing information (minimum of one event annually per City).

TASK 3 - Reporting and Recordkeeping

- a. The Contractor will be required to prepare and submit monthly financial reports, program progress, evaluations, and other reports, as required by 24 CFR 570.507, OMB Circular A-110, HUD, and/or the Cities. Provide the Cities of Hanford and Hanford with monthly reports (attached to the invoice) containing, at a minimum, the income level, race, and ethnicity of the clients served, along with services provided, if one-one service is provided. Reports on activities in Task 1 (Education), Task 2 (Outreach), and 3 (Reporting and Recordkeeping) must be provided monthly with an Invoice. CDBG funds will be used to

cover the contract, so proposers must be familiar with CDBG and other federal-funding requirements for reporting and billing purposes.

- b. Maintain records for at least five years after the close of the project/contract with each City. After this period, the agency and subcontractor shall dispose of records via shredding or a similar technique.
- c. Financial Reports/Reimbursement Claims & Performance Reports Due Dates:
 - Due the 15th day of each month for the previous month- if activity took place

Subrecipient shall submit required documentation that identifies income category qualifications, ethnicity, race, fair housing education services provided, and any other pertinent information that HUD may require for the "Public Service" before funds can be disbursed. See Attachment "A."

3. Administration: Not applicable.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low/moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities under this Agreement will meet the National Objective of **570.208 will benefit low to moderate-income persons.**

C. Goals and Performance Measures/Milestones

The levels of accomplishment may include such measures as persons or households assisted with fair housing education services and should also have time frames for performance.

The Subrecipient agrees to provide the levels of program services described in Section 2: Program Delivery above.

Units of service shall be considered: The number of people provided fair housing education services. (See Attachment A for data fields to be collected)

D. Staffing

The Subrecipient will dedicate the following staffing to the Project:

Project Oversight:

Financial Management:

Implementation:

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the Grantee Agreement, suspension or termination procedures will be initiated.

F. Special Conditions

N/A

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service
 Project Location: Hanford, CA
 Service Area: City of Hanford
 Matrix Code: 05 Public Services
 Basic Eligibility Citation: 24 CFR 570.201(e): Public Service
 Amount Funded: PY 2019-2020 \$15,000
 Amount Funded: PY 2020-2021 \$ 7,000

SECTION 3: TERM OF AGREEMENT

The initial term of the contract shall be from March 2022 and end on June 30, 2024, contingent on funding. Extensions may be granted for additional years by the Cities contingent upon satisfactory performance by the contractor and availability of funding. This program will be funded with Community Development Block Grant (CDBG) funds. As such is required to be operated in compliance with all pertinent federal regulations, including but not limited to 24 CFR Part 570 and OMB Circular A-122 and A-133.

SECTION 4: PROGRAM REPORTING

The Subrecipient shall submit such invoices and reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- Monthly invoices and/or reports which shall include the progress made, such as number and type of service provided, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- Monthly invoices and/or reports shall include the demographic and income information regarding person assisted by the Subrecipient through this Agreement. **Monthly invoices and reports are due by the 15th of every month if the activity takes place.**

- Closeout reports including a final performance report, inventory of all clients assisted with fair housing education services by CDBG funds, and final financial report, upon termination or completion of the services specified in this Agreement.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed the annual allocation referenced under Section 2 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by HUD. Such reimbursement shall constitute complete payment by the City under this Agreement.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85, or as amended 2 CFR 200. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Disbursement Requests must be mailed to:

City of Hanford

Luisa Zavala, Administrative Analyst

City of Hanford

291 N. Main St.

Hanford, CA 93257

E-mail: lzavala@ci.hanford.ca.us

City of Hanford

Sandra Lerma, Administrative Analyst

City of Hanford

317 N. Douty St.

Hanford, CA 93230

Email: slerma@cityofhanfordca.com

Payment shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:

Payments may be contingent upon certification of the Subrecipients financial management system by the standards specified in 2 CFR 200.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C below and according to performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and accordance with performance.

C. Budget: Program Year 2021-2022

Eligible costs related to Public Services expenses, direct expenses, including, but not limited to:

<u>Line Item</u>	<u>Amount</u>
Salaries	
Fringe	
Office Space (program only)	
Payroll Processing	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Insurance	
Other (Specify):	
Indirect Costs (Specify):	
	TOTAL _____

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. Any indirect costs charged must be consistent with the conditions of Article 2, Section 5 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

D. Termination:

This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon **thirty (30) days** written notice of termination to Subrecipient. Upon termination, Subrecipient shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold payment due Subrecipient to reimburse City for any losses, damages, or expenses caused by Subrecipients default under this Agreement.

E. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- Upon written request by the Subrecipient, the City shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);

- The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- Closeout of funds will not occur unless all requirements of 24 CFR 570.509, and 2 CFR 200.343, are met, and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the City.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be identified and readily accessible. Upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- Maintain an effective internal financial control and accountability system for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same is used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased, and line item from which the money was expended, as reflected in the Subrecipients accounting records.
- Maintain payroll, financial, and expense reimbursement records for five (5) years after receiving final payment under this Agreement.
- Permit inspection and audit of its records concerning all matters authorized by this Agreement by representatives of the City or HUD at any time during regular business hours and as often as necessary.
- Inform the City concerning any funds allocated to the Subrecipient that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.
- Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.

- Maintain complete records concerning the receipt and use of all program income. Program income shall be reported every month on forms provided by the City.

SECTION 3: REIMBURSEMENT

The City shall reimburse the Subrecipient only for actual incurred costs upon presenting properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible expenses.

Suppose the City or HUD determines that the Subrecipient expended any funds for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way. In that case, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notice of the disallowance.

The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.

The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City after the Agreement. Any interest earned on cash advances from the U.S. Treasury and funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

SECTION 5: INDIRECT COSTS

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan to determine the appropriate Subrecipients share of administrative expenses and submit such plan to the Grantee for approval, in a form specified by the Grantee.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice provided or sent as aforesaid shall be effective on the date of delivery or sending. All statements and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Grantee/City

City of Hanford

291 N. Main St.

Hanford, CA 93257

(559) 782-7460

lzavala@ci.Hanford.ca.us

Subrecipient

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 2 CFR 200;
- 24 CFR 570.502 (a), (b);
- OMB Circular A-128, "Audits of State and Local Governments";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)

- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.); and
- Flood Disaster Protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" concerning the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any liability, loss, costs, damage, and expense, including costs and attorney fees in the defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipients performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

1. Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from

or in connection with the performance of the work hereunder by the Contractor his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

2. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

The contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

The contractor may maintain an Umbrella policy with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as (i) the coverage limits of the Umbrella policy and the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages:

- The City and its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy concerning liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
 - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and non-contributory.
 - Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except concerning the limits of the insurer's liability.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
 6. Verification of Coverage: The contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certifications and approvals must be received and approved by the City before work commences. However, failure to obtain the necessary documents before the work begins shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 7. Waiver of Subrogation: Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. The contractor agrees to obtain endorsements necessary to affect this waiver of subrogation. Still, this provision applies regardless of whether or not the Entity has received a disclaimer of subrogation endorsement from the insurer.
 8. Special Risks or Circumstances: Entity reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Subcontractors: The contractor shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure the quality of services.

In the event of an investigation or suspension regarding any Subrecipient licenses related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, available funding amounts, or for other reasons. Suppose such amendments result in a change in the funding, the scope of services or the schedule of the activities to be undertaken as part of this Agreement. In that case, such modifications will be incorporated only by a written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 2 CFR 200.338 200.339, including but not limited to suspension or termination of this Agreement if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by the City.

By 2 CFR 100.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Suppose in the case of partial termination, however, the Grantee determines that the remaining part of the award will not accomplish the purpose for which the award was made. In that case, the Grantee may terminate the award in its entirety.

If funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement, but before its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City. The City may also declare the Subrecipient ineligible for further participation in the CDBG program.

J. Ownership of Documents

All documents and other writings and electronic disks containing drawings prepared by and for Subrecipient, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City. The City shall have the sole right to use such materials in its discretion without further compensation to Subrecipient or any other party. Subrecipient shall, at Subrecipients expense, provide such reports, plans, studies, documents, and other writings to City upon written request.

However, the City's use of completed documents for other projects and uncompleted documents without the written authorization of the Subrecipient will be at the City's sole risk.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards:** The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles:** The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred, whether charged directly or indirectly.

B. Documentation and Record-Keeping

1. **Records to be Maintained:** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but are not be limited to:
 - Records providing a complete description of each activity undertaken;
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - Records required to determine the eligibility of activities;
 - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
 - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. **Retention:** The Subrecipient shall retain all financial records, supporting documents, statistical records, and other records pertinent to the Agreement for five (5) years. The retention period begins on the date of submitting the Grantee's annual performance and evaluation report to HUD,. The activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four years, then such records must be retained until completion of the actions and resolution of all issues, or the end of the five (5) year period, whichever occurs later.
3. **Client Data:** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, demographic information, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4. **Disclosure:** The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipients responsibilities with respect to services provided under this Agreement, is prohibited by California law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Audits & Inspections:** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during regular business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR 200.

C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) that receive, document, and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

D. Procurement

1. **Compliance:** The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon the termination of this Agreement.
2. **Standards:** Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services by the requirements of 2 CFR 200.217 through 200.326.

E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200.311 and 313, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipients control that was acquired or improved, in whole or in part, with funds under this Agreement over \$25,000 shall be used to meet one of the CDBG National Objectives under 24 CFR 570.208 until ten (10) years after the expiration of this Agreement [or such longer period as the Grantee deems appropriate]. Suppose the

Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time. In that case, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten years [or more extended period as the Grantee deems appropriate].

- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) displaced as a direct result of an acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations, and farms) as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. General Compliance: The Subrecipient agrees to comply with all civil rights laws, including but not limited to FHA, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - Subcontractor agrees to gather and maintain such information as HUD deems necessary with respect to the racial and ethnic, gender of the head-of-household and disability characteristics of the applicants and participants to federally funded programs;

- (c) Subcontractor agrees to administer their programs and activities in such a way as to not limit access based on race, color, or national origin. Access to such programs by persons who have Limited English Proficiency (LEP) is protected on the basis of national origin. LEP services in Spanish shall be provided when requested; and
 - (d) Subcontractor agrees to include a non-discrimination notice in informational, advertising and marketing materials for federally funded programs and ensure services comply with Section 504 noticing requirements.
2. Nondiscrimination: The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided differently, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement; and
- Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. Regarding the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504:** The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. Any concerns regarding this provision should be directed to the City's ADA Coordinator at Patrice Hildreth, (559) 782-7466.
5. **Architectural Barriers Act/Americans with Disabilities Act:** The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under the CDBG program after December 11, 1995, and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for the first occupancy after January 26, 1993, must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.
6. **Notice of Non-Discrimination:** Neither Grantee nor Subrecipient shall not discriminate based on race, color, national origin, religion, sex, or disability in the award or implementation of this Agreement.

B. Affirmative Action

1. **Approved Plan:** The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
2. **Women- and Minority-Owned Businesses (W/MBE):** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent

owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records:** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Subrecipient will send to each labor union or representative of workers with which it 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 worker's representative of the Subrecipients commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. **Subcontract Provisions:** The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity:** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. **Labor Standards:** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work

Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Drug-Free Workplace:** The Subrecipient will or will continue to provide a drug-free workplace by:
 - Maintaining a Zero Tolerance Drug Policy;
 - Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipients workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
 - Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Subrecipients policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Subrecipient and any of the Subrecipients subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipients subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. **Notifications:** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. **Subcontracts:** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.
- 2. **Subcontracts**
 - a. **Approvals:** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such subcontract.
 - b. **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content:** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process:** The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
 - a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. Confidentiality: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of City, be used by Subrecipient for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use City's name, insignia, photographs, or the project for which Subrecipients Services are rendered, or any publicity pertaining to the Subrecipients Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.
6. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 570.611, which include, but are not limited to the following:
 - The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - No employee, officer, or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract,

or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

7. Lobbying: The Subrecipient hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Grantee Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

9. Copyright: If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. Religious Activities: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

11. Other Program Requirements: The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the City's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the City's responsibility for initiating the review process under 24 CFR Part 52, Executive Order 12372.

SECTION 6: ENVIRONMENTAL

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

City staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the City may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the City will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The City must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 7: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall

not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 8: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 9: WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 10: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 11: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 12: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 13: ATTORNEYS FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Tulare County, California, and, if

necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Grantee:

City of Hanford, California

Subrecipient

By _____
Name, Title

Grantee:

City of Hanford, California

By _____
Mario Cifuentez II, City Manager

ATTEST:

By _____
Natalie Corral, City Clerk

Attachment: Subrecipient Agreement - CSET Draft (CD Housing: Award of Contract Fair Housing Education Services)

ATTACHMENTS

DRAFT

Attachment: Subrecipient Agreement - CSET Draft (CD Housing: Award of Contract Fair Housing Education Services)

Managing CDBG
A Guidebook for CDBG Grantees on Subrecipient Oversight

APPENDIX

CITATIONS FOR THE BASIC ELEMENTS OF A SUBRECIPIENT AGREEMENT

Provisions	Federal Regulations*	OMB Circulars for Non Gov't. Subrecipients	OMB Circulars for Gov't. Subrecipients	Other Federal Regulations**
1. National Objective Compliance/Eligibility	570.200(a)(1)+(2), 570.201–570.209, 570.506			
2. Scope of Work	570.503			
3. Time of Performance	570.503			
4. Compensations and Method of Payment	570.502, 570.513	A-122, A-21	A-87	24 CFR Part 85
5. Program Income	570.500(a), 570.503(b)(3), 570.504			
6. Record-Keeping Requirements	570.502, 570.503(b)(2), 570.506			24 CFR Parts 84 and 85
7. Reporting Requirements	570.502, 570.507			24 CFR Parts 84 and 85
8. Public Access to Program Records	570.502, 570.508			24 CFR Parts 84 and 85
9. Grant Closeout Procedures	570.502, 570.509			
10. Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	A-122, A-21, A-133	A-87, A-133	24 CFR Parts 84 and 85
11. Reversion of Assets	570.502, 570.503, 570.505			
12. Real Property	570.502, 570.503(b)(7), 570.505			
13. Other Program Requirements	570.503(b)(5), 570.600–603, 570.605–614			
14. Termination	570.502, 570.503			24 CFR Part 84.43
15. Compliance with Laws/Regulations	570.501	A-122		24 CFR Parts 84 and 85
16. Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607			
17. Financial Management	570.502, 570.610			24 CFR Parts 84.20 and 85.20 and Treasury Cir. 1075
18. Audits	570.502, 570.610	A-133	A-133	24 CFR Parts 84.26 and 85.26
19. Religious and Political Activities	570.200(j), 570.207			
20. Budget Modifications	570.502, 570.503(b)(1)			
21. Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)			24 CFR Parts 84 and 85
22. Conflict of Interest	570.611			24 CFR Parts 84 and 85
23. Procurement Methods	570.502			24 CFR Parts 84.40–48 and 85.36
24. Budget	570.503			
25. Project Schedule/Milestones	570.503			
26. Environmental Review	570.503(b)(3)(1)			

* Unless otherwise noted, citations are from Title 24 of the Code of Federal Regulations (CFR).

** Part 84 applies to institutions of higher education, hospitals, and other non-profit organizations; Part 85 applies to state, local, and Federally recognized Indian Tribal governments.

City of Hanford CDBG Disbursement Request and Project Activity Report

Important Note: These reports are due on the 15th of each month for the previous month per the Subrecipient Agreement. Reporting is mandatory until the end of the program year in which funds are completely expended or as determined by the City.

DISBURSEMENT REQUEST *(Please include a detailed invoice and any required forms/documentation)*

Payment Requested for:

Subrecipient Name: _____

Project Title: Fair Housing Education Services

Payment Address: _____

Funding Year: 2019-2020 **IDIS Activity Number:** _____

Contact Name: _____

Title: _____

Phone: _____

Original Grant Amount	Total Previous Requests	Amount This Draw	New Balance
\$15,000			

☐ By checking this box, I hereby certify that this information is true and accurate to the best of my knowledge.

Signature

Date

I. **Program Activity Report**

Reporting Period (Month/Year): _____

A brief summary of program activity and progress: Subrecipient is required to provide summary information outlining the program implementation and activities carried out, regardless of progress being made. If little or no activity has taken place, Subrecipient is required to provide justifications for the lack of activity and outline plans, steps, and strategies to address the issue. Additional pages may be attached if needed.	
If there is no/little progress to report, explain the circumstances and challenges:	
If there is no/little progress to report, outline plans, steps, and strategies to address the issues:	
Describe how your project is continuing to adjust and address COVID-19 challenges:	

II. CDBG Beneficiary Report (Accomplishment Data) – Cumulative Grant Year to Date

Instructions: To report race information, please include the number your organization has served directly with CDBG funds. Please also remember that when you report Hispanic persons, make sure you enter them in such a way that recognizes them as persons of Hispanic ethnicity belonging to one of the race groups listed in the leftmost column.

Race	CDBG Specific Beneficiaries		Notes
	Total	Hispanic Ethnicity	
White			
Black/Afr. American			
Asian			
Am. Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
Am. Indian/Alaskan Native & White			
Asian & White			
Black/Afr. American & White			
Am. Indian/Alaskan Native & Black/Afr. American			
Other Multi-racial			
Totals			

Income Level (To determine income group, please refer to the current income limits on the next page)		
	CDBG Specific Beneficiaries	Notes
Extremely Low (0-30%)		
Low-Income (30+-50%)		
Moderate (50+-80%)		
Non-Low Moderate-Income (80+-120%)		
Total (This total must equal the Unduplicated Total in the above table)		
Total Number of Households served		
Female Head of Household* (include women living alone)		
Households that include seniors (65+)		
Households that include the person(s) with a disability		

* Female Heads of Household — Adult female being the sole or main income producer.

III. CDBG Income Limits for Kings County: Please attach the current income limits used to make the determination. Limits are updated annually by HUD and can be found on <https://www.huduser.gov/portal/datasets/il.html>



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: E
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SUBJECT:

Public Works: Adoption of Resolution No. 22-09-R regarding the public transit needs within the City of Hanford and authorization for the City Manager to sign and submit claims for funds and any subsequent amended claims required; 2) Determine, based on City's financial participation in and support of the existing Kings County Area Public Transit System, that there are no areas within the City of Hanford with unmet public transit needs which could reasonably be met by the expansion of the existing system or by the establishment of a new system; 3) Approval of the filing of the Notice of Exemption to certify that projects to be constructed with these funds are categorically exempt from the California Environmental Quality Act.

RECOMMENDATION:

That the City Council, by motion:

1. Adopt the attached resolution regarding the public transit needs within the City of Hanford and authorize the City Manager to sign and submit claim for funds and any subsequent amended claims required;
2. Determine, based on City's financial participation in and support of the existing Kings County Area Transit Agency System, that there are no areas within the City of Hanford with unmet public transit needs which could reasonably be met by the expansion of the system or by the establishment of a new system;
3. Approve the filing of the attached Notice of Exemption to certify that projects to be constructed with these funds are categorically exempt from the California Environmental Quality Act.

BACKGROUND:

Attached are estimates of TDA funding for Fiscal Year 2021/22 prepared by the Kings County Auditor pursuant to section 6620 of the California Administrative Code.

Listed below is a summary distribution of TDA funds received for the past few years:

Description:	<u>2019/20</u>	<u>2018/19</u>	<u>2020/21</u>	<u>2021/22</u>
KCAG Transportation Planning Costs	\$33,181	\$71,218	\$110,501	\$48,365
Kart Bus System Costs	\$613,667	\$613,667	\$629,833	\$952,136
Local Streets and Roads - Claim Amt.	\$1,002,589	\$978,390	\$1,114,223	\$1,280,099
Hanford's TDA Fund Total	\$1,649,437	\$1,663,275	\$1,854,557	\$2,280,600

These figures will change around May 1, 2022 when the new state population estimates are released. The attached resolution provides for the City Manager to sign and submit this claim as well as any amended claims, as may be required.

In regards to filing of an Exemption Notice, Title 14, Section 14104 (c) Public Resources Code provides that rehabilitation and / or reconstruction of existing highways and streets within existing rights of ways are categorically exempt from EIR requirements.

FISCAL IMPACT:

The funds of \$1,280,099.00 will be deposited into the Gas Tax Transportation Capital Improvement Fund for use on the street projects capital improvement program.

ATTACHMENTS:

Resolution 22-09

TDA FY 22-23

TDA Request FY 22-23

Attachment C - CIP FY22-26

NOE 2022

ATTACHMENT “B”RESOLUTION NO. 22-09-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
REGARDING THE PUBLIC TRANSIT NEEDS WITHIN THE CITY OF HANFORD
AND AUTHORIZING THE FILING OF A CLAIM FOR LOCAL TRANSPORTATION FUNDS

At a regular meeting of the City Council of the City of Hanford, duly called and held on March 15, 2022, it was moved by Council Member _____, and seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, the Transportation Development Act provides for Local Transportation Funds (LTF) for meeting transportation needs that can be reasonably met; and

WHEREAS, once public transportation needs are met, the balance of the LTF may be claimed for local streets and roads; and

WHEREAS, the City of Hanford has participated with the Kings County Area Public Transit Agency to provide public transportation for the City of Hanford; and

WHEREAS, the Kings County Area Public Transportation Authority Board, a joint powers authority, will conduct a Public Hearing on behalf of the City Council to determine if there are unmet transportation needs that are reasonable to meet; and

WHEREAS, the aforementioned service is currently meeting all transit needs that are reasonable to be met.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford does hereby find that, based on current evidence, there are no areas within the City of Hanford with unmet public transit needs which could reasonably be met by expansion of existing transportation systems or by establishing new systems.

BE IT FURTHER RESOLVED that the City Council of the City of Hanford claim the unused balance of the Local Transportation Funds, not used for public transportation and transportation planning, for maintenance of local streets and roads and that maintenance of streets and roads is categorically

Attachment: Resolution 22-09 (PW: FY 22/23 Transportation Development Act (TDA) Funds Claim)

exempt from environmental review and that the City Manager is authorized to sign and submit the claim for funds and any subsequent amended claims required.

Passed and Adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the 15th day of March, 2022, by the following vote:

AYES:	Council Member	_____

NOES:	Council Member	_____
ABSTAIN:	Council Member	_____
ABSENT:	Council Member	_____

		_____, Mayor

ATTEST: _____
City Clerk

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 15th day of March, 2022.

Dated: March 15, 2022

Natalie Corral, City Clerk

Attachment: Resolution 22-09 (PW: FY 22/23 Transportation Development Act (TDA) Funds Claim)

**ESTIMATED FY 2022-23
TRANSPORTATION DEVELOPMENT ACT SHARES**

FY 2022-23: LOCAL TRANSPORTATION FUND SHARES:				AMOUNT CLAIMED	AMOUNT REMAINING
1. Estimate of LTF for Fiscal Year 2022-23 by Kings County Auditor pursuant to Section 6620 of the California Administrative Code:					\$5,800,000
2. Article 3, Pedestrian and Bicycle Facilities:				\$116,000 (amount available)	\$5,800,000
AMOUNT					
Claimed to date				\$0	
3. Shares of remaining LTF based on the Department of Finance population estimate as of May 1, 2021:					\$5,800,000
AGENCY	POPULATION*	PERCENTAGE	SHARE		
Avenal	12,354	8.0987%	\$469,725		
Corcoran	20,476	13.4231%	\$778,540		
Hanford	59,981	39.3207%	\$2,280,600		
Lemoore	26,809	17.5747%	\$1,019,333		
Kings Co.	32,923	21.5828%	\$1,251,802		
TOTAL	152,543	100.0000%	\$5,800,000		
4. LTF Administration and Article 8 Transportation Planning cost for KCAG:				\$123,000	\$5,677,000
AGENCY	PERCENTAGE	SHARE			
Avenal	8.0987%	\$9,961			
Corcoran	13.4231%	\$16,510			
Hanford	39.3207%	\$48,365			
Lemoore	17.5747%	\$21,617			
Kings Co.	21.5828%	\$26,547			
TOTAL	100.0000%	\$123,000			
5. Article 4, Public Transit, KART (Not Shared by Corcoran):				\$1,700,000	\$3,977,000
AGENCY	PERCENTAGE (Based on Pop. & Hrs. of Service)	SHARE			
Avenal	5.6250%	\$95,625			
Corcoran	0.0000%	\$0			
Hanford	56.0080%	\$952,136			
Lemoore	21.7150%	\$369,155			
Kings Co.	16.6520%	\$283,084			
TOTAL	100.0000%	\$1,700,000			
6. Article 8, Transportation Services and Planning, City of Avenal: (From Avenal's Share)				\$4,000	\$3,973,000
AGENCY	SHARE				
Avenal	\$4,000				
7. Article 4, Public Transit, Corcoran Dial-A-Ride: (From Corcoran's Share)				\$667,030	\$3,305,970
AGENCY	SHARE				
Corcoran	\$667,030				
8. Article 8, Transportation Services: (From Corcoran's Share)				\$95,000	\$3,210,970
AGENCY	SHARE				
Corcoran KART tickets	\$5,000				
Corcoran Amtrak tickets	\$90,000				
9. Remaining Article 8 shares for streets and roads: (By population % shown in item #3 above):				\$3,210,970	\$0
AGENCY	SHARE				
Avenal	\$360,139				
Corcoran	\$0				
Hanford	\$1,280,099				
Lemoore	\$628,561				
Kings Co.	\$942,171				
TOTAL	\$3,210,970				
Estimated FY 2022-23 LTF:				\$5,800,000	

* Based on 2021 Department of Finance estimates released on May 1, 2021

2/28/2022

Attachment: TDA FY 22-23 (PW: FY 22/23 Transportation Development Act (TDA) Funds Claim)

CLAIM FOR TDA FUND

OTHER CLAIMS
ARTICLE 8

1. Claimant: City of Hanford
900 S. 10th Ave.
Hanford, CA 93230
2. Claim for FY 2022-23
3. Amount of Apportionment (estimate): 39.3207% \$ 2,280,600
4. Purpose for which claimed funds will be used:
Article 8, Section 99400(a), Local Street and Roads. \$ 1,280,099
Article 8, Section 99400(c), Transportation Services. \$ 0
Article 8, Section 99233.1 and 99402, Planning. \$ 48,365
Article 8, Section 99234.9, Rail Passenger Service Projects \$ 0
5. NOTE: KCAPTA will Claim \$ 952,136 through Article 4.
- * 6. Has your governing body conducted a public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within your jurisdiction?
NO _____ YES X
7. Has your governing body passed a resolution in which the finding was made that there are no areas within your jurisdiction with unmet public transit needs which could reasonably be met by expansion of existing transportation systems or by establishing a new system?
NO _____ YES X

Include a copy of that resolution and documentation of the finding, including evidence and information that provides the basis for the finding, and designate it as "Attachment B".

* As a member of the Joint Powers Authority, the Kings Area Public Transit Authority (KCAPTA) scheduled and conducted a public hearing on the City's behalf.

8. Has your governing body passed a resolution authorizing the person whose signature appears below to submit this claim?

NO _____

YES X

9. Proposed road maintenance and construction budget for the fiscal year of this claim:

\$ 6,493,798

Include a list of road maintenance and construction projects for which the funds are requested and designate it as "Attachment C".

10. Has your governing body certified environmental documents for projects to be funded by this claim?

NO _____

YES X

11. _____

Signature and Title

Mario Cifuentes II, City Manager

Date

3/16/2022

Payment for projects approved by KCAG will be made to Claimant as money is available for distribution in Claimant's account.

TRANSPORTATION PROJECTS - FIVE YEAR CAPITAL PLAN

PROJECT TITLE	2022	2023	2024	2025	2026
Sidewalk and Miscellaneous Concrete Repairs	42,140	41,030	43,000	43,000	43,000
New Sidewalk and ADA Improvements	52,100	51,410	54,000	54,000	54,000
Street Division Maintenance	315,798	311,645	327,000	327,000	327,000
Unscheduled Arterial Upgrades & Traffic Signal Installation	210,530	207,750	218,000	218,000	218,000
Survey Monumentation / Benchmark Update	15,780	15,580	15,000	15,000	15,000
Pavement Resurfacing Treatment	996,850	983,690	950,000	950,000	950,000
East Lacey Boulevard Widening / Reconstruction, 10th Avenue to Sierra Drive	4,679,020	4,617,240	0	0	0
Reclamite Seal Treatment	181,580	0	187,500	0	187,500
Grangeville Blvd. Widening, Centennial Dr. to 13th Ave.	0	0	500,000	3,920,000	0
Lacey Blvd. Widening / Reconstruction, from Magna Carta to 13th Ave. and 13th Ave. from Lacey Blvd. to 1300 feet north.	0	0	0	625,000	5,130,000
TOTAL	\$6,493,798	\$6,228,345	\$2,294,500	\$6,152,000	\$6,924,500
FUNDING SOURCES					
0040 Gas Tax	864,638	674,057	864,500	677,000	864,500
0045 Gas Tax (RMRA)	994,423	981,293	0	0	0
0050 Gas Tax (TDA Transportation)	959,351	946,129	697,000	1,697,000	1,697,000
0052 Gas Tax (RSTP Exchange Funds)	0	0	0	0	0
0055 Congestion Mitigation and Air Quality (CMAQ)	463,715	457,592	0	0	0
0181 Transportation Impact Fees	1,780,671	1,757,159	718,000	2,313,000	2,948,000
0359 Storm Drainage Capital	523,380	524,260	7,500	507,500	507,500
0362 Wastewater Capital	271,674	268,091	7,500	457,500	407,500
0391 Water Capital	635,946	619,764	0	500,000	500,000
TOTAL	\$6,493,798	\$6,228,345	\$2,294,500	\$6,152,000	\$6,924,500

Notice of Exemption

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford – Public Works
900 S. 10th Avenue
Hanford, CA 93230

Project Title: Streets and Roads Maintenance and Reconstruction

Project Location – Existing street rights of way within the Hanford City Limits

Project Location – City: Hanford **Project Location** – County: Kings County

Description of Nature, Purpose and Beneficiaries of Project:

Improvement of City streets for the benefit of the citizens of Hanford and Kings County.

Name of Public Agency Approving Project: City of Hanford

Name of Person or Agency Carrying Out Project: City of Hanford, Public Works Department

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a);
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c);
- ☒ Categorical Exemption State type and section number: (Sec. 15301 (c));
- ☐ Statutory Exemption. State code number: 15301 Existing Facilities
- ☐ Other (Sec. 1410 (c) Public Resources Code).

Reasons why project is exempt:

Street maintenance and construction within existing City rights of way is exempt per CEQA 15301 (c) – Existing highways and streets, sidewalks, gutter, bicycle and pedestrian trails and similar facilities.

Lead Agency

Contact Person: Lisa Dock Area Code/Telephone: (559) 585-2555

Signature: _____ Date: 3/16/2022 Title: Engineering Manager

- ☐ Signed by Lead Agency
 - ☐ Signed by Applicant
- Date received for filing at OPR: _____

Attachment: NOE 2022 (PW: FY 22/23 Transportation Development Act (TDA) Funds Claim)



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: F
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SUBJECT:

Public Works: Authorization for the City of Hanford to Accept an Easement Deed for Right-of-Way purposes, from PaPa G's, LLC. (Hanford Armona Road at Williams Street)

RECOMMENDATION:

That the City Council, by motion, approve the acceptance of the attached easement deed from PaPa G's, LLC, for right-of-way purposes, and authorize the City Manager to sign the Deed Certification and file said deed with the Kings County Recorder's office.

BACKGROUND:

The development of the Papa G's Convenience Store at the northwest corner of Hanford Armona Road and Williams Street requires dedication of right of way on Hanford Armona Road from PaPa G's, LLC. to provide the full 40' width of right of way for City improvements. The attached easement deed dedicates to the City the additional right of way necessary to facilitate the public street improvements.

FISCAL IMPACT:

The dedication of right of way from Varinder Grewal is being made at no cost.

ATTACHMENTS:

HAR ROW dedication - Deed from Grewal

RECORDING REQUESTED BY AND

WHEN RECORDED, RETURN TO:

Name City of Hanford (Attn: City Clerk)

Street
Address 319 N. Douty StreetCity &
State Hanford, CA 93230-3951

Title Order No. _____ Escrow No. _____

APN: 012-161-057(Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No fee per government code 27383**Easement Deed**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&T 11922☐ Unincorporated area ☒ City of Hanford☒ Parcel No. 012-161-057 (Portion)☐ computed on full value of interest or property conveyed, or☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAPA G's, LLC, a California limited liability company, as Grantor,
hereby GRANT(S) to
THE CITY OF HANFORD, a Municipal Corporation, as Grantee,The real property described in attached Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof
by reference, is dedicated as a non-exclusive easement for public purposes and right-of-way dedication, over and across
that certain real property in the City of Hanford, County of Kings, State of California.A Notary Public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.Dated January 31, 2022

STATE OF CALIFORNIA

S.S.
COUNTY OF KingsOn January 31st, 2022 before me,
Katherin Mireles

a Notary Public in and for said County and State, personally appeared

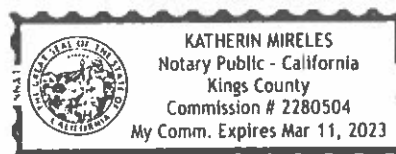
Varinder S. Grewalpersonally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Katherin Mireles

PAPA G's, LLC

By: [Signature]
Varinder S. Grewal, Agent

20-5824 Ease Legal A

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

Packet Pg. 230

Attachment: HAR ROW dedication - Deed from Grewal (PW: Accept Easement Deed for Right of Way (Hanford Armona at Williams))

Exhibit "A"

Legal Description

A portion of the Southwest Quarter of the Southwest Quarter of Section 36, Township 18 South, Range 21 East, Mount Diablo Base and Meridian according to the Official Government Township Plat thereof, also being a portion of Lot 15 of Block A as shown on the map of "Chittenden, Moore & Davis Subdivision" recorded in Book 2 of Licensed Surveyor Plats at Page 64, Kings County Records, and more particularly described as follows:

Beginning at the Southeast corner of said Lot 15, thence along the South line of said Lot 15, North 89°20'00" West a distance of 145.99 feet to the East line of the West 64.00 feet of East Half of said Lot 15, also being the East line of the right-of-way dedicated in Document No. 9209294 on May 21, 1992;

thence along said East line, North 0°00'00" East a distance of 15.00 feet to a point 40.00 feet North of, at right angles to, the center line of the county road, as shown on said map recorded in Book 2 at Page 64;

thence parallel with aforesaid center line, South 89°20'00" East a distance of 130.84 feet;

thence North 45°00'00" East a distance of 21.44 feet to a point on the East line of said Lot 15;

thence along said East line, South 0°00'00" East a distance of 30.34 feet to the True Point of Beginning.

The above described property contains 2306 square feet, more or less.

End Legal Description



Attachment: HAR ROW dedication - Deed from Grewal (PW: Accept Easement Deed for Right of Way (Hanford Armona at Williams))

EXHIBIT 'B'**LEGEND**

RIGHT-OF-WAY AREA IN DEDICATION



BOUNDARY LINE OF ADJACENT PROPERTY



CENTER LINE OF RIGHT-OF-WAY

PREVIOUSLY DEDICATED RIGHT-OF-WAY
PER DOC NO. 9209294

SCALE: 1"=40'

**REFERENCES**

- () LICENSED SURVEYOR'S PLAT RECORDED
IN VOLUME 2 OF LICENSED SURVEYORS'
PLATS AT PAGE 64, K.C.R.
- [] DEED DOC NO 9209294, RECORDED MAY
21, 1992 O.R.K.C.
- (()) LOT LINE ADJUSTMENT MERGER DOC NO
1601278, RECORDED JANUARY 27, 2016
O.R.K.C.

EAST LINE OF CHITTENDEN, MOORE
& DAVIS SUBDIVISION, BOOK 2 OF
LICENSED SURVEYOR PLATS AT
PAGE 64, K.C.R.



APN: 012-161-057

NORTH LINE OF (LOT 15) OF
BLOCK A, CHITTENDEN,
MOORE & DAVIS SUBDIVISION

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	N0° 00' 00"E	15.00'
L2	N45° 00' 00"E	21.44'

SOUTHWEST CORNER OF
SECTION 36, T. 18 S., R. 21 E.,
MDB 8M

AREA PREVIOUSLY DEDICATED FOR STREET
PURPOSES 05/21/1992, PER DOCUMENT NO
9209294, OFFICIAL RECORDS KINGS COUNTY

WEST LINE OF EAST
HALF (LOT 15) OF
BLOCK A, CHITTENDEN,
MOORE & DAVIS
SUBDIVISION

EAST LINE OF
(LOT 15) OF BLOCK
A, CHITTENDEN,
MOORE & DAVIS
SUBDIVISION

SOUTH WILLIAMS STREET

POINT OF BEGINNING

894.95
(895')

S 89°20'00" E
((25'))

40.00'

209.99' ((210.00'))

130.84'

30.34'
S 0°00'00" E
(NORTH)

S 89°20'00" E
(S 89°20' E)
BASIS OF BEARINGS

HANFORD-ARMONA ROAD

A solid foundation for your next project
Land Surveying • Civil Engineering • Utility Locating

Mail: P.O. Box 25783
Fresno, Ca 93729
Office: 10878 Highway 41
Madera, Ca 93636
voice: 559.645.4849
fax: 559.645.4869
www.bedrockeng.com

DATE: DECEMBER 10, 2021
DRAWN BY: JDCP
CHECKED BY: RCS
PROJECT NO: 20-5824
DRAWING NAME:
PAPA G ROW DEDICATION
SHEET NO.

SHEET 1 OF 1 SHEET(S)

Attachment: HAR ROW dedication - Deed from Grewal (PW: Accept Easement Deed for Right of Way (Hanford Armona at Williams))

DEED CERTIFICATION

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from PAPA G's, LLC to the CITY OF HANFORD, a municipal corporation, is hereby accepted by order of the City Council of the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: _____

CITY OF HANFORD
a municipal corporation

By: _____
Mario Cifuentes, City Manager

Attest: _____
Natalie Corral, City Clerk



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: G
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SUBJECT:

Public Works: Authorization for the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO), requesting the extension of services for seven (7) dwelling units on two (2) parcels in the County of Kings without annexation by the City of Hanford. (10th Avenue south of Hanford Armona Road).

RECOMMENDATION:

That the City Council, by motion, authorize the Director of Public Works to send a letter to the Local Agency Formation Commission (LAFCO) requesting the Extension of Services for seven dwellings located on two separate parcels in the Kings County, without annexation by the City of Hanford. (APN 011-440-003 and APN 011-440-004))

BACKGROUND:

The City of Hanford has been approached by a property owner requesting to connect to City water to service seven dwellings that are currently utilizing a deep water well that is almost dry. The applicant reported that multiple families and businesses are dependant on the water well, and once it has gone dry, they will have no water. Upon connection, the applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City water services within the City of Hanford service area. Attached for Council review is a letter from the property owner requesting water services.

City staff recommends approval of the request letter to LAFCO for the connection of water services based upon the conditions below:

1. Applicant to pay for the LAFCO Connection of Services fees.
2. Approval by LAFCO for the applicant to connect to City Water Lines without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford Encroachment Permit to cover the following:

- a. All work to be done in accordance with currently adopted State and local Building Codes and Standards
 - b. Installation of a minimum 2" water tap and water service line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford.
 - c. Installation of a minimum 2" water meter per City of Hanford Improvement Standards, at a location to be approved by both the County of Kings and the City of Hanford.
 - d. Installation of a minimum 2" Approved Reduced Pressure Backflow Prevention Device per City of Hanford Improvement Standards immediately after the installed water meter. The backflow device must be tested annually and a copy of the report shall be submitted to the City of Hanford Public Works Department.
 - e. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
 - f. The applicant will enroll for City water service at the time the permit is pulled and issued.
4. The water connection, meter, and the backflow device will be located as close as possible to the water main in the same manner as others who have made similar connections to the City's mains for their individual water services, as approved by both the County of Kings and the City of Hanford. The City will in no way be responsible for the backflow device, water line from the service connection at the tap into the main to the house or service connection from the meter to the applicant's residence.
 5. Applicant shall additionally apply for a Kings County Building Permit for all work performed outside of right of way.
 6. All work and materials are to be provided at the sole expense of the applicant.

FISCAL IMPACT:

There is no cost to the City. The property owner will hire a contractor to perform the work, and will pay the Water Impact Fees to the City.

ATTACHMENTS:

Letter Requesting Water Hookups - 10th Ave_Cesar Arevalo
Letter to LAFCO

FROM THE DESK OF

CESAR AREVALO

February 16, 2022

Lisa Dock,
City of Hanford, Public Works
900 S. 10th Avenue
Hanford, CA 93230

Dear Lisa,

I hope this letter finds you well.

I have adjacent parcels in Kings County which I am hereby requesting be connected to the Hanford City Water line. The following is the information regarding the two parcels:

- APN 011-440-003
 - Zoning – Service Commercial
 - 2 buildings - (1) Single family home and (2) Duplex
 - 3 separate meters - 1 for the single family home, and 2 for each of the apartments in the duplex.
- APN 011-440-004
 - Zoning – Service Commercial
 - 2 buildings - (1) Triplex and (2) Commercial Bakery
 - 4 separate meters - 1 for the bakery, and 3 for each of the apartments in the Triplex.

The properties at these parcels are currently using a water well, which I am afraid could dry up at anytime, and it's a big risk given the number of families that depend on it. However, I would like to keep the well for irrigation purposes.

Thank you in advance for your consideration and help, and looking forward to your response.

Sincerely yours,

Cesar Arevalo

CONTACT

31 RUTH ST, SAN FRANCISCO, CA, 94112 (415) 571-7687 CESARAREVALO@YAHOO.COM



CITY OF HANFORD

Department of Public Work

Focused On Our Community 24/7

900 South 10th Avenue • HANFORD, CA 93230-5234
• (559) 585-2550

March 16, 2022

Kings County Local Agency Formation Commission
Kings County Government Center
1400 W. Lacey Blvd.
Hanford, CA 93230

RE: City water service request for six residential and one commercial units located in unincorporated Kings County

The City of Hanford received a request from Mr. Cesar Arevalo (applicant) to provide water services to two parcels (APN 011-440-003 and 011-440-004) containing six residential and one commercial dwelling. The parcels are located on 10th Avenue south of Hanford Armona Road.

The applicant reported their dwelling units cannot be facilitated by their existing water well going dry and the cost of drilling deeper for the water well. The applicant would be subject to all applicable City of Hanford codes, regulations, fees and related requirements associate with the connection of City water services within the City of Hanford service area.

The Hanford City Council approved the applicant's request to connect to City water. The applicant is requesting Local Agency Formation Commission's (LAFCO) approval. The applicant would require the construction of a minimum 1" water service line from the City Water Line on 10th Avenue to adequately service each unit. The City is formally requesting LAFCO approval for Extension of Services under Government Code Section 56133 to provide City water services at the existing six residential and one commercial dwelling units at the location; a property located within the City's Primary Sphere of Influence.

This approval is subject to the following conditions which are normal to all parties connecting to the water and sewer system within the City of Hanford, except for the required approval by the LAFCO and the County of Kings, which is applicable in this case.

1. Applicant to pay for the LAFCO Extension of Services fees.
2. Approval by LAFCO for the applicant to connect to City Water Line without annexation into the City of Hanford.
3. The property owner will be required to pull a City of Hanford encroachment Permit to cover the following:
 - a. All work to be done in accordance with currently adopted State and local Building Codes and Standards.
 - b. Installation of a minimum 1" water service line per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford.

Attachment: Letter to LAFCO (PW: LAFCO Request for APNs 011-440-003 and 011-440-004)

- c. Installation of a backflow preventer per City of Hanford Improvement Standards, subject to approval by the County of Kings and the City of Hanford if water well will not be abandoned.
 - d. If water well will no longer be utilized, then the water well will need to be properly abandoned per County of Kings Water Well Standards and water line service from water well to dwelling unit needs to be capped.
 - d. All normal City of Hanford fees (including impact fees) associated with this project must be paid.
 - e. The applicant will enroll for City water service at the time the permit is pulled and issued.
4. All work and materials are to be provided at the sole expense of the applicant.

If you have any questions regarding this approval, please feel free to contact me at (559)585-2571.

Sincerely,



Johnathan L. Doyel, PE/PLS
Director of Public Works



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: A
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SUBJECT:

Clerk: Conduct the Fourth Public Hearing to Receive an update on the Redistricting Process

RECOMMENDATION:

That the City Council:

1. Receive a report from staff and the City's redistricting consultant on the redistricting process and permissible criteria to be considered to redraw district boundaries;
2. Review the two (2) draft maps that were selected by Council at the March 1, 2022 Council meeting ; and
2. Conduct a public hearing to receive public input on the proposed district boundaries.

BACKGROUND:

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The first public hearing was held on October 19, 2021 and the second public hearing was held on November 16, 2021. This is four required public hearing.

DISCUSSION:

The purpose of this public hearing is to provide additional information to the public about the redistricting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. In addition, draft maps prepared by the City's redistricting consultant, as well as maps received by the public, will be presented for Council and the public's review. The public is requested to provide input regarding communities of interest

and other local factors that should be considered while considering the draft district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
 - Similar levels of income, education, or linguistic isolation;
 - Languages spoken at home; and
 - Single-family and multi-family housing unit areas.

Draft Maps

Following the second public hearing in November, the City’s redistricting consultant began drafting options that balanced the City’s population to an acceptable total deviation below 10%. In addition, a community workshop was held on Saturday, January 22, 2022, where the City’s consultant shared initial draft options with the public, and provided a demonstration on the use of the City’s online and paper map drawing tools. Subsequent to the workshop, a total of four maps have been received from members of the public. Each of the maps is summarized below, and images, along with complete demographic breakdowns for each map option, is attached to this report.

Further, an online viewing tool for all six maps may be found on the website redistricting page, with full search and other geolocation tools enabled.

Map Option 1

Option 1 is population balanced with a total deviation of .68% (less than one percent). It significantly resembles the current boundary map, with minor shifts of population between Districts A and E, and Districts D and E. The map creates compact, contiguous districts, and like all map options, absorbs the recently annexed county islands within the City limits. While some of the changes have no impact on voting cycle, the map does move a total of 78 voters from a 2022 voting cycle to a 2024 voting cycle, resulting in those voters being deferred two years. The map draws District D as a majority/minority Hispanic voting district (a district where the minority citizens of voting age population (CVAP) is 50%+1 or greater), as in the current boundary map.

Map Option 2

Option 2 is also population balanced, with a total deviation of 1.56%. Like Option 1, it significantly resembles the current boundary map, and makes minor population shifts, albeit

different shifts, between Districts A and E, and Districts D and E. It creates compact and contiguous districts, and draws District D as a majority/minority Hispanic voting district using the CVAP metric. Movement of population between Districts results in a total of 67 people being deferred from a 2022 cycle to a 2024 cycle, a delay of two years.

Next Steps

Following tonight's hearing, Best, Best & Krieger will present the final draft maps, make any final revisions to the potential map(s) at Council's direction, and have the maps ready for Council's final selection at the April 5, 2022 Council meeting. The deadline for final adoption of the ordinance for the City of Hanford is April 17, 2022. If additional public hearings and/or special meetings are necessary to approve the final map by the deadline, staff will identify acceptable dates and schedule such meetings accordingly.

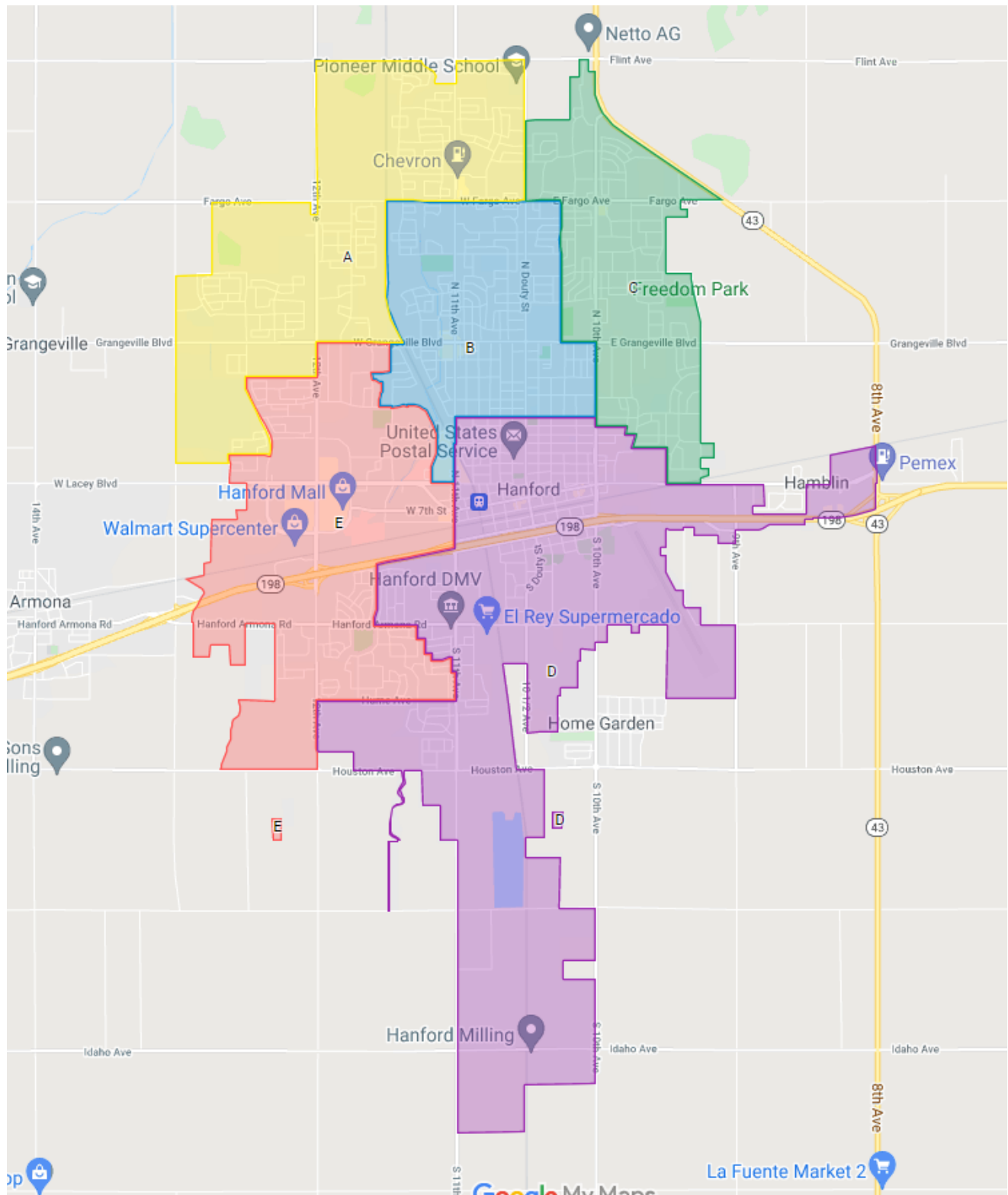
FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ATTACHMENTS:

Attachments - Maps 1 and 2

Map Option 1



Attachment: Attachments - Maps 1 and 2 (Clerk: Redrawing of City Council Member District Boundaries)

Map Option 1

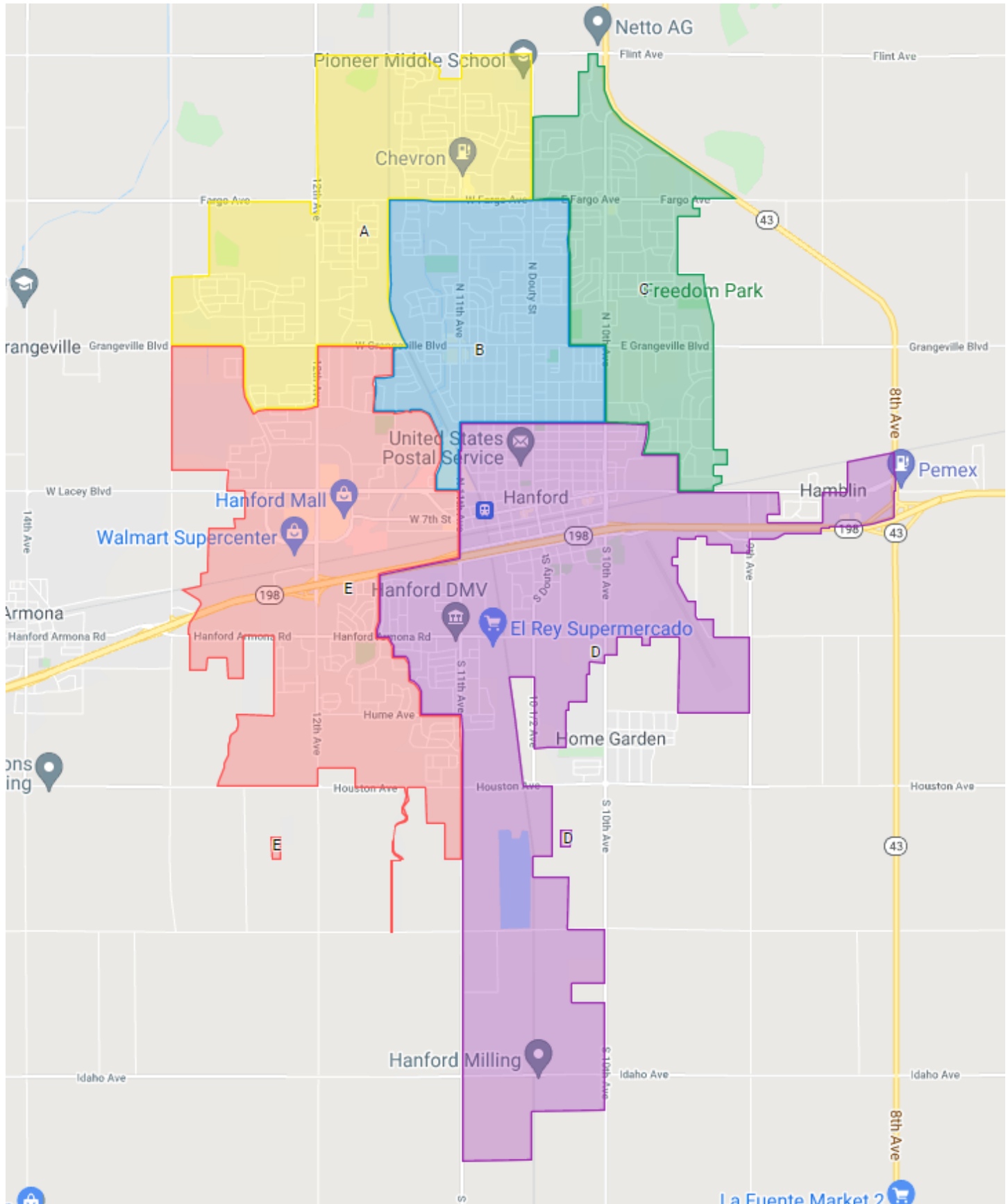
District	Total Population	Raw Deviation	% Deviation	CVAP*19 Total	CVAP19 NL** White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN***	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
A	11,909	-36	-0.30%	7,337	4,438	450	1,593	5,749	2	641	-	5
B	11,924	-21	-0.18%	8,502	4,782	463	2,651	5,840	90	258	-	10
C	11,990	45	0.37%	8,209	4,036	383	3,167	5,041	42	199	-	4
D	11,916	-29	-0.25%	6,044	1,342	441	3,898	2,151	70	154	1	2
E	11,988	43	0.36%	6,918	2,571	381	3,320	3,590	62	423	1	10
Total	59,727											
Ideal	11,945	Deviation	0.68%									

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native

Map Option 2



Attachment: Attachments - Maps 1 and 2 (Clerk: Redrawing of City Council Member District Boundaries)

Map Option 2

District	Total Population	Raw Deviation	% Deviation	CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
A	12,032	87	0.72%	7,407	4,518	449	1,603	5,814	2	647	-	54
B	11,991	46	0.38%	8,538	4,814	465	2,657	5,873	90	258	-	102
C	11,846	-99	-0.83%	8,140	4,000	383	3,134	5,008	42	199	-	44
D	11,950	5	0.04%	6,008	1,251	489	3,874	2,120	7	201	-	44
E	11,908	-37	-0.31%	6,917	2,586	332	3,361	3,556	125	370	2	90
Total	59,727											
Ideal	11,945											
Deviation		1.56%										

* CVAP = Citizens of Voting Age Population

** NL = Non-Latino

*** AIAN = American Indian Alaskan Native



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: B
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SUBJECT:

A public hearing to consider the issuance of bonds by the California Statewide Communities Development Authority in support of the Northstar Apartments project (TEFRA Hearing)

At the request of the project applicant, Staff is recommending that the City Council continue the public hearing until the April 5, 2022 City Council meeting.

The full staff report is attached for more detail on the item.

FISCAL IMPACT:

Insert Fiscal Impact Here or Erase Completely

ATTACHMENTS:

Staff Report 3.15.22.TEFRA PH Northstar

CITY OF HANFORD CITY COUNCIL STAFF REPORT

MEETING DATE: Tuesday, March 15, 2022

SUBJECT: Conduit financing for the Northstar Apartments Affordable Housing Project

STAFF RECOMMENDATION

At the request of the project applicant, Staff is recommending that the City Council continue the public hearing until the April 5, 2022 City Council meeting.

BACKGROUND

UP Northstar, LP, a California limited partnership (the “Borrower”) was created by UP Northstar, LLC, a California limited liability company, and Northstar SHE LLC, a California limited liability company. Self-Help Enterprises (SHE) is the sole member of Northstar SHE LLC and will serve as the managing general partner of the project. SHE is a nationally recognized community development organization whose mission is to work together with low-income families to build and sustain healthy homes and communities. The pioneer and leading provider of mutual self-help housing in the United States, SHE’s efforts today encompass a range of efforts to build better homes and communities for farmworkers and other hard-working families.

Since 1965, SHE has helped more than 6,500 families to build their own homes, rehabilitated over 6,700 unsafe homes, developed over 2,000 units of affordable rental housing, including Lincoln Plaza in Hanford (developed in 2007), and 85 single-family homes. SHE provides Resident Services at all rental communities, including an after-school program, Zumba and obesity prevention, financial literacy and homeownership counseling, STEM programs for youth, and other services to support the health, wellness, and financial strength of residents.

The Borrower has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$30,000,000 of tax-exempt revenue bonds. The Bonds will be issued by the CMFA in a private placement, with Key Bank Real Estate Capital being the private placement purchaser. The Bonds will be repaid through revenues generated by the Project and will be the sole responsibility of the Borrower. Other than holding the TEFRA hearing and approving the resolution, the City will have no involvement in issuing or repaying the Bonds. The proceeds of the Bonds will be used to finance the acquisition, construction, improvement, and equipping of a 72-unit multifamily rental housing facility for low-income households, including permanent supportive housing for persons experiencing homelessness or other at-risk households, to be located in the City at 664 and 682 North Star Drive.

In order for the Bonds to qualify as tax-exempt bonds, the City of Hanford must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, a notice was published in *The Hanford Sentinel*

on March 5, 2022, providing the members of the community reasonable notice. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project may adopt a resolution in favor of the issuance of the Bonds for the financing of the Project or may decline the adoption of such a resolution if a **legitimate non-discriminatory reason** exists. Alternatively, rather than taking action on the proposed resolution, Section 147(f) of United States Code Title 26 allows the Council to submit the decision regarding bond issuance to the voters of Hanford.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Hanford, have become members of CMFA. The City became a member of the CMFA on December 15, 2015.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California for low-income households, persons experiencing homelessness or other at-risk households. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the UP Northstar, LP (Borrower), and the City will have no financial, legal, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Hanford, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022

AGENDA SECTION: A

SUBJECT:

Public Works: Authorization to Award a contract to Robert Marks Plumbing of Visalia Ca, in the amount of \$45,910.53, establish a construction contingency of \$4,600.00; and approve an additional appropriation of \$31,900.00 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Sewer Main Replacement Project.

RECOMMENDATION:

That the City Council, by motion,

- 1.. Award a contract to Robert Marks Plumbing of Visalia Ca in the amount of \$45,910.53.
2. Establish a construction contingency of \$4,600.00
4. Approve an additional appropriation of \$31,900.00 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Sewer Main Replacement Project.

BACKGROUND:

The Civic Auditorium has been a focal point in the downtown area ever since it was built in 1924. Because of the advanced age of the facility and the City's history of deferring maintenance on many of the older buildings, some maintenance issues need to be addressed. One is the damaged clay sewer main leading from the building to Douty Street along Furlong drive.

The sewer main has been a problem for several years now and staff has been hydro jetting the line for a couple of years now just to keep it functional. The main was video inspected in 2020 and it was discovered to have a broken failure area in the pipe as well as general deterioration of the main all the way to the street.

This clay section of the sewer line is the original from 1924 and is likely failing in other areas as well. Settling and deterioration has reduced the line's ability to keep up with the flow of effluent. The appropriate remedy is to replace it.

Bids for the project were solicited from four (4) contractors and two (2) bids were received. Bids ranged from a low bid of \$45,910.53 to a high bid of \$127,186.00. As a result, staff has

examined and validated the lowest bidder's contractor's license status, and verified the contractor is in good standing. With Council approval, if awarded, construction is anticipated to begin in April 2022.

The large difference between the amount budgeted for the sewer main project and the low bid received was primarily due to a lack of understanding of the work to be performed on this project. It was initially believed by staff that this project would be included with the project for the reconstruction of the Police Parking lot. The plan was to include this CIP in the parking lot project to save money. If that had been possible, the additional costs for saw cutting and replacement of asphalt in the trench area would not have been necessary. Additionally, the quote received at the time that the budget was prepared did not include asphalt replacement or the inclusion of traffic control or an encroachment permit. Lastly, staff is taking the opportunity to include an additional lateral to the main for a possible future park bathroom to be located east of the Teen Center.

FISCAL IMPACT:

The FY 21/22 Accumulated Capital Outlay Reserves provides \$18,700.00 for construction, including contingencies. An additional appropriation of \$31,900.00 from the Accumulated Capital Outlay Reserve is needed to fully fund the project. A copy of the budget page is attached for Council review.

ATTACHMENTS:

Budget Page

2022-3-10 Civic sewer main Robert Marks Pl

2022-3-10 Civic sewer main American Inc.

Civic Auditorium Sewer Main Replacment Project

Project Background:

The Civic Auditorium has been a focal point in the downtown ever since it was built in 1924. It is nearing its' 100th anniversary and the City has prided itself on maintaining this important community structure. Repainting of the lobby and exterior was completed three years ago. In preparation of the building's commemoration some maintenance issues need to be addressed. One is the damaged clay sewer main leading from the building to Douty Street along Furlong drive.

Existing Conditions:

The clay sewer main was video inspected last year and it was discovered to have a broken failure area in the pipe as well as general deterioration of the main all the way to the street. Staff has been hydro jetting for a couple of years to keep it functional.

Project Justification:

This clay section of the sewer line is the original from 1924 and has reached its' end of life. Settling and time has reduced the line's ability to keep up with the flow of effluent. The appropriate remedy is to replace it.

Fiscal Implications:

Funding for this project will be allocated from Accumulated Capital Outlay Reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2022	2023	2024	2025	2026
Expenditure	Program or Project	Construction				
	Engineering / Inspection	2,000				
	Construction	17,000				
	Contingency	1,700				
	Department Overhead	1,080				
Total Expenditure		\$21,780	\$0	\$0	\$0	\$0
Revenue	Funding					
	0004 Accumulated Capital Outlay	21,780				
Total Funding		\$21,780	\$0	\$0	\$0	\$0



Robert S Marks Plumbing
 29585 Road 164, Visalia, 93292
 United States
 559-625-8038

Estimate 18169634
Estimate Date 1/13/2022

Billing Address
 City of Hanford
 317 North Douty Street
 Hanford, CA 93230 USA

Job Address
 400 N Doughty Hanford-
 Civic Center
 400 N Douty
 Hanford, CA 93230

Description of work

Robert S. Marks Plumbing, Inc.
 29585 Road 164
 Visalia, CA 93292
 Phone (559) 625-8038
 Fax (559) 625-8039
 Contractor License # 1011446 DIR# 1000394460

I/We propose to furnish all materials and perform all labor necessary to complete the following:
 Replace approximately 320' of main sewer line that seems to transition to 6" after a portion of 4" line outside of the building, (we will install 6" PVC DWV piping Sch. 40) and we will sawcut and remove an 18" trench through concrete and asphalt. Remove and discard spoils as well as dig to expose main sewer line. Remove and replace old sewer main that has multiple repairs in it, and replace complete line with new PVC piping. We will backfill and compact leaving trench ready for 4" asphalt installation.

NOTE: Old asphalt may crumble or break away further than our 18" trench sawcutting in which event we would not be responsible or liable for repairs. This does not include any asphalt or concrete repair or pour back.

Asphalt sewer main replacement from curb to City main. Will replace up to the City main as needed. Will backfill and compact as requested. Also replace asphalt as well in the affected areas.

Sewer line replacement \$12,000.00
 Asphalt material \$12,000.00

NOTE: Asphalt repair will be in the street only. This does not include repair on private property.

All of the work to be completed in a workmanlike manner according to standard practices

Respectfully submitted by: Tim Baca - Service Titan

Robert S. Marks Plumbing, Inc.
 Robert S. Marks - Owner

RSM: JM

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHO'S ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CA 95287, P.O. BOX 26000, SACRAMENTO, CA 95826

Acceptance of Proposal

The undersigned hereby authorizes you to furnish all materials and labor required to complete the work mentioned in the above proposal. The undersigned agrees to pay the amount stated in said proposal upon presentation of billing. In the event it becomes necessary to refer said proposal/ contract to an attorney, the undersigned agrees to pay attorney's fees and all costs incurred in the collection of the monies due under said proposal/ contract.

Signature and Title _____ date _____

Task #	Description	Quantity	Your Price	Total
Demo	Saw Cutting Demo	1.00	\$5,150.00	\$5,150.00
Commercial - Plumber	Commercial - Plumber	1.00	\$11,400.00	\$11,400.00
COM. Contract	Sewer line replacement	1.00	\$12,000.00	\$12,000.00
Misc.	Misc. job material	1.00	\$4,940.58	\$4,940.58
Material Code	Asphalt	1.00	\$12,000.00	\$12,000.00
Sub-Total				\$45,490.58
Tax				\$419.95
Total Due				\$45,910.53
Deposit/Downpayment				\$0.00

Thank you for choosing Robert S Marks Plumbing

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Robert S. Marks Plumbing, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

1345 N. American St.

Visalia, Ca 93291



www.AMINC.com

(559) 651-1776

Proposal # 1011 Plumbing**March 2, 2022****SUBJECT: Civic Auditorium Sewer Main Replacement Project.**

Company: City of Hanford
 Attention: Randy Shaw
 Address: 400 N Douty St
 City: Hanford, CA 93230
 Phone: (559) 469 7382
 Email: rshaw@cityofhanfordca.com

Company: American Incorporated
 From: Carlos Torrecilla
 Address: 1345 North American St.
 City: Visalia, CA 93291
 Phone: (559) 651-1776
 Email: ctorrecilla@aminc.com

Mr. Shaw,

Thank you for allowing American Incorporated the opportunity to be of service. Pursuant to your request, we are pleased to provide the following proposal and quotation for your consideration.

Parts & Scope of Work

Included are the following parts and scope of work

- Provide necessary management and supervision to accommodate the following.
- Provide access accommodations/rentals, tools and consumables required for American Inc. use to complete the following.
- Provide Labor, Materials and Equipment to saw cut 330' x 2' trench from back of the building to East city manhole on the street
- American Inc will provide City of Hanford building permit and inspections on plumbing work.
- Provide traffic control and equipment to isolate construction work area.
- Demo asphalt and concrete, Haul off debris, disposal and excavate to expose 6" sewer line.
- Replace 6" sewer line, reconnect three existing 4" drain lines coming from building and add one more for a future bathroom at civic park location in center of south facing parking lot leaving a 36" stub with cap on it.
- Once we pass inspections, we will backfill and prepare trench.
- Pave trench with asphalt and pour concrete.
- Maintain work area(s) clean and free of debris during and after completion of the work.

◇ REFRIGERATION ◇ CONSTRUCTION ◇ AUTOMATION ◇ CONTROLS ◇ PLUMBING ◇ ELECTRICAL ◇

-  American Inc. will comply with all facility safety and GMP policies. Maintain safe and clean work practices, provided training as required for American Inc. employees, following company policies while on-site.
-  Consult with customer to schedule work performance during mutually agreed upon time period(s).
-  Mobilize and setup American Inc. presence at the jobsite to accommodate the following with qualified American Inc. Service Technician(s).

Price

In accordance with the work described above, we offer the following price:

\$ 127,186.00

Please note that this price is based upon the acceptance of a mutually agreeable contract and project schedule. Should you have any questions regarding this quotation, please do not hesitate to contact me at (559) 651-1776 or via email at ctorrecilla@aminc.com

Cost Breakdown

Demo **\$ 41,636.00**

Labor **\$ 57,050.00**

Materials & Equipment **\$ 28,500.00**

The following payment terms are being requested:

100% Upon completion

Late Payments will incur a 2% per month service charge.

Inclusions & General Notes

-  All work shall be performed in a professional and workman-like manner.
-  All contractors are to be licensed by the Contractors State License Board in the State of California for their respective trades, and shall maintain proper insurance and furnish copies of Certificates to Owner upon request.
-  In the case of any alteration, deviation from or in addition to, the above specifications a written change order is to be executed to the satisfaction of all parties involved.
-  This agreement is contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.

Exclusions

-  Considering this document and any billing/invoices as part of another job/project or existing PO.
- ◊ REFRIGERATION ◊ CONSTRUCTION ◊ AUTOMATION ◊ CONTROLS ◊ PLUMBING ◊ ELECTRICAL ◊

-  Overtime, double-time, holiday labor and/or labor differentials
-  Plan checking, permits, inspections and/or fees.
-  Additional work if determined by the building department or any other agency.
-  Additional City, County, State and/or Federal assessments and requirements.
-  PSM, RMP and compliance work and materials not specifically detailed as provided within this document.
-  Repair and replacement parts, components, labor, freight and tax associated with ammonia sensors.
-  Trash disposal and/or removal. All trash to be placed in existing job site trash receptacles.
-  Any work not included/noted in "Scope of Work" above.

Acceptance

We trust that we have supplied you a thoroughly detailed proposal and quotation for your consideration.

As you evaluate our proposal, we would like you to keep in mind that American Incorporated enjoys the highest customer satisfaction in the industry since 1973. Our enviable track record is the result of ensuring that the systems we engineer, design, install and service for each of our customers meets the demolition, general construction, air management, refrigeration, mechanical, utility, plumbing, controls, automation, energy management, reporting and other to City of Hanford will be pleased with the choice of American Incorporated as its preferred vendor on this project, and all projects that follow.

Thank you again for allowing American Incorporated to be of service. If you have any questions or concerns regarding this proposal, please do not hesitate to contact us, as we would be happy to clarify and/or elaborate on any topic or issue, revisions or addenda as necessary.

Approval

Company: _____
 Name: _____
 Date: _____
 PO # _____

Proposal # 1011 Plumbing

Company: American Incorporated
 Name: Carlos Torrecilla
 Group: Plumbing Service
 Date: March 2, 2022



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022	AGENDA SECTION: B
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SUBJECT:

Public Works: Authorization to Award a contract to Best Contracting Services, Inc., of Gardena CA, in the amount of \$368,450.00, Award the purchase of roofing material to The Garland Company in the amount of \$318,412.44, Establish a construction contingency of \$36,485.00; and Approve an additional appropriation of \$63,347.44 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Replacement Project.

RECOMMENDATION:

That the City Council, by motion,

- 1.. Award a contract to Best Contracting Services, Inc. of Gardena CA in the amount of \$368,450.00 to provide the labor and installation of the Civic Auditorium Re-Roofing Project;
2. Award the purchase of the roofing material to The Garland Company, Inc. in the amount of \$318,412.44;
3. Establish a construction contingency of \$36,485.00; and
4. Approve an additional appropriation of \$63,347.44 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Replacement Project.

BACKGROUND:

The Civic Auditorium has been a focal point in the downtown area ever since it was built in 1924. Repainting of the lobby and exterior was completed three years ago. The existing roof was last replaced in 1993.

The main auditorium roof was spot patched two years ago to extend its' life; however, surface tears and loss of granules is quickly degrading the membrane. Various leaks have been patched over the last ten years and the roof drains are particularly susceptible to leaks. The roof has surpassed its useful life and is in need of replacement.

The existing roof is over 28 years old. The roof is continuing to deteriorate and when annually inspected, has new leaks to repair by City staff. Replacement of the roof will last for 20 years

which will reduce maintenance costs and staff time at the facility.

As a result, staff has examined and validated the lowest bidder's contractor's license status, and verified the contractor is in good standing. With Council approval, if awarded, construction is anticipated to begin in June 2022.

FISCAL IMPACT:

The FY 21/22 Building Capital Reserves and the Accumulated Capital Outlay Reserves provides \$660,000.00 for construction, including contingencies. An additional appropriation of \$64,000.00 from the Accumulated Capital Outlay Reserve is needed to fully fund the project. A copy of the budget page is attached for Council review.

ATTACHMENTS:

Budget Page

Bid Tabulation Civic Roofing project

Civic Auditorium Roof Replacement Project

Project Background:

The Civic Auditorium has been a focal point in the downtown ever since it was built in 1924. It is nearing its' 100th anniversary and the City has prided itself on maintaining this important community structure. Repainting of the lobby and exterior was completed three years ago. In preparation of the building's commemoration some other maintenance issues need to be addressed. The existing roof was last replaced in 1993.

Existing Conditions:

The main auditorium roof was spot patched two years ago to extend its life; however, surface tears and loss of granules is quickly degrading the membrane. Various leaks have been patched over the last ten years and the roof drains are particularly susceptible to leaks. The roof has surpassed its useful life and is in need of replacement.

Project Justification:

The existing roof is over 28 years old. The roof is continuing to deteriorate and when annually inspected, has new leaks to repair by City staff. Replacement of the roof will last for 20 years which will reduce maintenance costs and staff time at the facility.

Fiscal Implications:

Funds for this project will be allocated from Building Capital Reserves and the Accumulated Capital Outlay (ACO) Reserves.

Project Budget Summary:

		5-Year Funding Allocation				
		2022	2023	2024	2025	2026
Expenditure	Program or Project	Construction				
	Engineering / Inspection	6,000				
	Construction	600,000				
	Contingency	60,000				
	Department Overhead	35,060				
Total Expenditure		\$701,060	\$0	\$0	\$0	\$0
Revenue	Funding					
	0004 Accumulated Capital Outlay	549,874				
	0417 Building Capital Replacement	151,186				
	Total Funding	\$701,060	\$0	\$0	\$0	\$0

Civic Auditorium Roofing Project
Project Number: 2104000-822605

			Best Contracting Services LOWEST BIDDER		Fresno Roofing		Nations Roof NON - RESPONSIVE	
ITEM	QUANTITY	UNIT	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1 Replacement of Main Upper Roof, Lower East Roof, Lower West Roof and Upper North Roof of the Hanford Civic Auditorium. (Some Materials supplied by City, See page S-5)	1	LS	363,850.00	\$363,850.00	\$454,899.00	\$454,899.00	\$445,677.00	\$445,677.00
2 Repair defective/dry rot sheathing (The actual quantity of this bid item will be determined during the project construction as directed by the Engineer)	200	SF	17.00	\$3,400.00	\$7.50	\$1,500.00	\$12.50	\$2,500.00
3 Repair defective/dry rot wood board (The actual quantity of this bid item will be determined during the project construction as directed be the Engineer)	40	LF	30.00	\$1,200.00	\$12.50	\$500.00	\$25.00	\$1,000.00
Total				\$368,450.00	Total	\$456,899.00	Total	\$449,177.00

Attachment: Bid Tabulation Civic Roofing project (PW: Authorization to Award the Civic Auditorium Re-



AGENDA STAFF REPORT

MEETING DATE: 3/15/2022

AGENDA SECTION: C

SUBJECT:

Parks and Community Services: Authorization to Award a contract to American Incorporated of Visalia CA, in the amount of \$129,787.00 for the mechanical portion Civic Auditorium Cooler replacement project, authorization to award a contract to Gilbert Electric Company out of Hanford CA, in the amount of \$46,500.00 for the electrical portion of the project, authorization to award a contract to Robert Marks Plumbing out of Visalia CA in the amount of \$16,643.27, authorization to award the purchase of the coolers to FACSCO out of Fresno CA in the amount of \$49,158.33, establish a construction contingency of \$19,300.00; approve an additional appropriation of \$103,320.00 from the Building Equipment Replacement Reserves; and approve an Additional Appropriation of \$158,059.60 from the Accumulated Capital Outlay Reserves to fully fund the Civic Auditorium Roof Cooler Replacement Project.

RECOMMENDATION:

That the City Council, by motion,

1. Award a contract to American Incorporated of Visalia CA in the amount of \$129,787.00 for the mechanical repair portion of this project.
2. Award a contract to Gilbert Electric of Hanford CA in the amount of \$46,500.00 for the electrical repair portion of this project.
3. Award a contract to Robert Marks Plumbing of Visalia CA in the amount of 16,634.27 for the plumbing repair portion of this project.
4. Award the purchase of the 15 coolers to FACSCO of Fresno CA in the amount of \$49,158.33
5. Establish a construction contingency of 19,300.00.
6. Approve an Additional Appropriation of \$103,320.00 from the Building Equipment Replacement Reserves.
7. Approve an Additional Appropriation of \$158,059.60 from the Accumulated Capital Outlay Reserves.

BACKGROUND:

The Civic Auditorium was built in 1924 and is approaching its centennial birthday. The City Council approved four Civic Auditorium renovation/improvement projects as part of the FY 2021-2022 Five-Year Capital Improvement Project (CIP) budget. The first of the four projects is roof replacement.

A provision in the roofing installation contract states that the City reserves the right to purchase the project materials directly from the manufacturer; if found, that the City can procure the materials at a lower cost than the installer can buy them through traditional means. It has been determined that the City, through the Omnia Partners Purchasing Organization, can purchase the materials at a discounted rate and not be charged a contractor's markup. This will allow the City to realize savings on project costs. This is because the Garland Company of Cleveland, Ohio, won a current three-year contract with Omnia Partners Purchasing Organization (Formerly US Communities National Cooperative Purchasing Program) and can pass on the competitive price to the City via direct purchase.

In the job walks for this project, it was determined that additional mechanical work was necessary to meet current code requirements. The project consists of the replacement of five of the six air conditioning units and all fifteen evaporative coolers. The scale of the project triggered the need to replace a majority of the mechanical equipment and the need for separate mechanical, electrical, and plumbing contractors.

The AC units, some of which are 38 years old, need replacement, and these replacements are best timed to be completed before the roof is replaced. At the same time, various surface conduits, water lines, gas lines, and drain lines that run across the roof's surface and create leak potentials and tripping hazards will be replaced.

Moving vents that are too close to the equipment and relocating some of the coolers will provide more room for servicing. During the first walk-through of the roof project, it was also determined that many of the support curbs for the coolers and air conditioners will have to be raised to the minimum height of 8" above the roof surface, and new galvanized steel caps will be made. This would require the removal of all equipment to do this. Therefore, it became necessary to consider the replacement of most of the mechanical equipment on the roof, which City staff had not previously identified during the budget process or prior to releasing the bid.

Eight bidders were solicited to provide bids on the additional mechanical work (see attached Bidder's List and Bid Tabulations), and two bids were received (see attached bid documents). The staff has examined and validated the lowest bidder's contractor(s) license status and verified the contractors are in good standing.

The established equipment replacement reserve fund has collected \$103,320 towards replacing the described mechanical equipment. However, the reserve does not cover the total cost needed for this project. Therefore, an additional \$158,059.60 is required to cover the project's balance.

These funds will be allocated from the Accumulated Capital Outlay Fund. With Council approval, if awarded, construction is anticipated to begin in April 2022.

FISCAL IMPACT:

An additional appropriation of \$103,320.00 from the Building Equipment Replacement reserves has been collected for replacement of some of the equipment on this project. An additional appropriation of \$158,059.60 from the Accumulated Capital Outlay Reserve is needed for construction, including contingencies to fully fund the project.

ATTACHMENTS:

Bid Tabulations and attendance Civic Aud projects
2022-3-11 Civic Projects bid documents

Civic Auditorium Projects Bidders List and Tabulations

17.C.a

Mechanical Work

<u>Vendor</u>	<u>Attend Job Walk</u>	<u>Bid Tabulation</u>
American Inc. 1345 N American St Visalia, CA 93291	yes	\$129,787
New England Sheet Metal 2731 S Cherry Ave Fresno, CA 93706	yes	\$158,000
Morris Levin and Son 1816 S K St Tulare, CA 93274	yes	No Response
Shaws Air Conditioning 16838 18th Ave Lemoore, CA 93245	no	No Response
PR Plumbing and Heating 1504 N Maple Ave Fresno, CA 93703	no	No Response
Comfort Now Air Conditioning and Heating 421 E 6th St Hanford, CA 93230	no	Will not install owner provided equipment
Canby's Air Conditioning and Heating 160 N Lane St Tulare, CA 93274	no	No Response
Steven's Refrigeration Visalia, CA 93292 559-936-9380	no	No Response

Attachment: Bid Tabulations and attendance Civic Aud projects (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler

Civic Auditorium Projects Bidders List and Tabulations

17.C.a

Coolers

<u>Vendor</u>		<u>Bid Tabulation</u>
Facsko 1528 N Thesta St Fresno, CA 93703		\$49,158.33
Johnstone Supply 5658 East Clinton Ave Fresno, CA 93727		\$55,974
Slakey Brothers 4333 N Effie Fressno, CA 93726		\$56,224.33

Roof Electrical

<u>Vendor</u>	<u>Attend Job Walk</u>	<u>Bid Tabulation</u>
Gilbert Electric 2245 N Douty St Hanford, CA 93230	yes	\$46,500
American Inc. 1345 N American St Visalia, CA 93291	yes	No Bid submission
Morris Levin and Son 1816 S K St Tulare, CA 93274	yes	No Bid submission
Kings Electric Hanford, CA 93230 559-530-6401	yes	No Response
Dawn Electric 103 E Eith St Hanford, CA 93230	yes	No Response

Attachment: Bid Tabulations and attendance Civic Aud projects (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler

Civic Auditorium Projects Bidders List and Tabulations

17.C.a

Roof Top Plumbing

<u>Vendor</u>	<u>Attend Job Walk</u>	<u>Bid Tabulation</u>
Robert S Marks Plumbing 29585 Road 164 Visalia, CA 93292	yes	\$16,634.27
American Inc. 1345 N American St Visalia, CA 93291	yes	\$18,675
Morris Levin and Son 1816 S K St Tulare, CA 93274	yes	No Response
Pierotte's Plumbing 727 Vaughn St Hanford, CA 93230	yes	No bid received

Attachment: Bid Tabulations and attendance Civic Aud projects (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler

Roof Top Plumbing Robert Morales

17.C.b

CITY OF HANFORD

CALIFORNIA

\$ 16,634.27

Notice to Bidders

No bids will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of Business and Professions Code. The City reserves the right to reject any or all bids.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attachment: 2022-3-11 Civic Projects bid documents (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler

CITY OF HANFORD

"Civic Auditorium Rooftop Plumbing Relocation Project"

This contract is made by and between the City of Hanford, A Municipal Corporation ("City"), and
 _Pyramid Systems, Inc.

The undersigned hereby agrees to perform work as described in the Scope of Work and the following criteria:

1. Prevailing Wage Requirement

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq.*, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

The Contractor shall forfeit Two Hundred Dollars (\$200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to CALIFORNIA LABOR CODE SECTION 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof,

for which each worker was paid less than the prevailing wage rate, shall be paid to each worker in the addition to the penalties.

CALIFORNIA LABOR CODE SECTION 1742.1 makes the Contractor, any subcontractor and the payment bond insurer jointly and severally liable for liquidated damages equal to the total underpayment of wages remaining uncorrected for sixty (60) days after receipt of the first notice of the underpayment. The underpaid employee will receive both the liquidated damages and the underpayment amount. The District may also request imposition of penalties equal to Fifty Dollars (\$50.00) per day per worker in addition to the liquidated damages and underpayment.

Contractors shall maintain payrolls and basic records (e.g., time cards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors.

The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

If a project total cost is \$25,000 or less for construction, demolition, installation, or repair work, OR \$15,000 or less for maintenance work, the Contractor is EXEMPT from:

- DIR registration requirements for contractors or subcontractors performing the work
- Requirements for electronic submission of monthly payroll records to the DIR
- Requirements for DIR notification following award of the contract.

2. Insurance Requirements

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or

subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

- (A) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.
- (B) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage for all activities arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles.
- (C) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any Workers' compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

The policies are to contain, or be endorsed to contain, the following provisions:

- (A) "The City and its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (B) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.
- (C) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (D) These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.
- (E) These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (F) The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.
- (G) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- (H) The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are licensed to conduct business in California..

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract,

including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

City Indemnification

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of

\$ 16,634.27

Written Proposal Amount: _

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Hanford shall retain 10% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500).

5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 30 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties with a starting date of no later than March 16, 2020. Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the duly licensed subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans. If no subcontractors will be on the job, write "None" across form. All subcontractors used for the work must be listed per Section 4104(a) of the Public Contract Code.

ITEM #	SUBCONTRACTOR	ADDRESS/TELEPHONE NO.	STATE LICENSE NO.	D.I.R. NUMBER

Date

Bidder's Name

Address

Authorized Signature

Type of Organization
(Individual, Partnership or Corporation)

Telephone Number

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Hanford business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

This contract shall be construed and governed pursuant to the laws of the State of California.

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

"Civic Auditorium Rooftop Plumbing Relocation Project"SCOPE OF WORK

See Attachment. –

CONTRACTOR: Robert S. Marks Plumbing, Inc.
 ADDRESS: 29585 Road 164 Visalia, CA 93292

PHONE NO: 559-625-8038

SIGNATURE:

Joseph McNeil
 (name)

DATE: 3/7/2022

Office Manager
 (title)

NOTE: The City of Hanford reserves the right to reject any and all bids.

CITY OF HANFORD

ACCEPTED BY:

DATE: _____

Bradley Albert
 Parks and Community Services Director

Civic Auditorium Rooftop Plumbing Relocation Project

SCOPE

- 1) Furnish and install all materials and labor necessary to complete the project.

WEST WING

- 2) Relocate natural gas piping that runs along the West facing wall of the West wing to the attic through the North parapet wall. Run piping within attic space across to each unit that needs supply. (3 Locations) at AC units and any other supply locations that penetrate roof. Stub up and supply and install new gas valves at each location. Roofer will supply new flashings.
- 3) Remove and replace all condensate lines to AC units and coolers and relocate to attic space. Run 1 ½" pvc main line to existing vents in attic to be used as main trunk line for condensate and tie multiple units into single pvc with appropriate slope. Stub up ¾" schedule 40 pvc pipe at all AC and cooler locations. Paint all exposed pvc pipe above roof black.
- 4) Replace and replumb galvanized water lines to coolers and relocate as needed for coolers to have a minimum spacing of 30" between units. Provide and install new ball valves. Copper supply tubing and connections to the coolers will be done by others. AC contractor and plumber to work together on scheduling the raising of existing curbs, relocating 3 cooler curbs to gain proper working clearance, and installation of new 22 ga galv curb caps. AC contractor to coat curb caps with Garland White Knight before installation of equipment.
- 5) Relocate water supply stub for single cooler that feeds air to kitchen. Supply stub to have hose bib installed for servicing coolers. Current cooler will be replaced with commercial type cooler. Stub up new condensate line to cooler and connect to new condensate trunk line in attic. New cooler to have elevated curb installed by AC contractor. Work with sub to locate water and condensate line.
- 6) Install structural support system for all piping in attic .

EAST WING

- 7) Install new 1 ½" condensate trunk line in attic. Remove and relocate water supply and condensate lines to 2 cooler locations that will have new curbs installed to maintain a minimum 30" clearance between coolers. Connect all condensate lines to new trunk line in attic.
- 8) Provide and install new ball valves on 4 coolers. Copper supply tubing and cooler connection is by others.
- 9) All coolers need to maintain free clearance from curb at drain end to maintain access to cooler drain.



Robert S. Marks Plumbing, Inc.
 29585 Road 164
 Visalia, CA 93292
 Phone (559) 625-8038
 Fax (559) 625-8039
 Contractor License # 1011446

DIR# 1000394460

PROPOSAL

Date: April 27, 2021
 To: City of Hanford
 Email: RShaw@cityofhanfordca.com

Job: Civic auditorium

I/We propose to furnish all materials and perform all labor necessary to complete the following:
 Relocate roof top piping for gas and condensate for AC units as well as one water supply for cooler. We will run new piping in attic space for condensate and tie into existing vents as well as install proper risers where needed to tie into AC discharge lines where needed.

We will do the same for the gas supply and will take main gas from rooftop and penetrate roofing to go into attic space and run over in attic across to each unit that needs supply.

As for swamp cooler we will relocate water stub up in attic over close to the cooler and coming up adjacent to it.

We will need to install structural support systems for all piping in attic for suspended application.

Eat roof duration of project to be one day

Labor to be \$2,400.00

Material to be \$264.93

Tax to be \$22.52 All of the work to be completed in a workmanlike manner according to standard practices for the sum of: \$2,687.45(Two Thousand Eighty Seven Dollars and 45/100)

West roof duration of project to be five days

Labor to be \$12,000.00

Material to be \$1,794.30

Tax to be \$152.52 All of the work to be completed in a workmanlike manner according to standard practices for the sum of: \$ 13,946.82(Thirteen Thousand Nine Hundred Forty Six dollars and 82/100)

Terms: Due upon completion

Respectfully submitted
 Timothy Baca – Service Manager

Robert S. Marks Plumbing, Inc.
 Robert S. Marks - Owner

RSM: JM

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHO'S ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9835 GOETHE ROAD, SACRAMENTO, CA 95287, P.O. BOX 26000, SACRAMENTO, CA 95826

robertmarkspimb@aol.com



Robert S. Marks Plumbing, Inc.
 29585 Road 164
 Visalia, CA 93292
 Phone (559) 625-8038
 Fax (559) 625-8039
 Contractor License # 1011446

DIR# 1000394460

Acceptance of Proposal

The undersigned hereby authorizes you to furnish all materials and labor required to complete the work mentioned in the above proposal. The undersigned agrees to pay the amount stated in said proposal upon presentation of billing. In the event it becomes necessary to refer said proposal/ contract to an attorney, the undersigned agrees to pay attorney's fees and all costs incurred in the collection of the monies due under said proposal/ contract.

Signature and Title _____ date _____

robertmarksplmb@aol.com

Attachment: 2022-3-11 Civic Projects bid documents (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler

QUOTATION

FACSCO
1528 N. Thesta Street
Fresno, CA 93703
(559) 268-8859



Order Number	
1830026	
Order Date	Page
2/16/2022 06:35:19	1 of 1

Quote Expires On 3/18/2022

Bill To:
CUSTOMER NOT ON FILE

Ship To:
CUSTOMER NOT ON FILE

Requested By: Mr. UNKNOWN.

Customer ID: 11203

PO Number						Ship Route	Taker		
city of hanford phoenix coolers							DANIEL		
Quantities						Item ID	Pricing	Unit	Extended
Line #	Ordered	Allocated	Remain.	UOM	Disp.	Item Description	UOM	Price	Price
2	1.00	0.00	1.00	EA		PD4803 AEROCOOL PRO COOLER 115V	EA	1,444.950	1,444.95
Ordered As: PD4802									
3	14.00	0.00	14.00	EA		IS500 INDUSTRIAL AEROCOOL CABINET	EA	1,822.494	25,514.92
4	14.00	0.00	14.00	EA		WS100 WET SECTION 12" INDUSTRIAL AEROCOOL	EA	1,252.941	17,541.17
5	14.00	0.00	14.00	EA		PK62LA PUMP PHOENIX INDUSTRIAL 230V	EA	62.064	868.90
Total Lines: 4									
								SUB-TOTAL:	45,369.94
								TAX:	3,788.39
								AMOUNT DUE:	49,158.33
								U.S. Dollars	

Attachment: 2022-3-11 Civic Projects bid documents (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler



JOHNSTONE SUPPLY

The Orion Group - Your Partner for Success

Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
03/18/2022	75-2201188	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	JOB ACCOUNT II - REQUIRED DUE TO THE NATURE AND SIZE OF THIS PROJECT A JOB ACCOUNT IS REQUIRED TO PROTECT YOUR MAIN ACCOUNTS CREDIT LIMITS, BUT MAY HAVE SPECIAL TERMS THAT COULD IMPROVE YOUR PERFORMANCE ON THIS PROJECT.	0.000/ea	0.00
1ea	NOTE: When submitting your Purchase Order please initial each line item and sign below and return when ordering: *****NOTE***** Missing this step may delay the process of ordering and alter you're expectations of this project. * SIGNATURE: _____ DATE: _____ * Your signature assures that this order meets all specifications and requirements you and your client are expecting. * THANK YOU FOR YOUR BUSINESS YOUR PARTNERS AT JOHNSTONE SUPPLY	0.000/ea	0.00
		Subtotal	55974.00
		S&H Charges	0.00
		Amount Due	55974.00

Attachment: 2022-3-11 Civic Projects bid documents (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler



The Orion Group - Your Partner for Success

Johnstone Supply Fresno
5658 East Clinton Avenue
Fresno, CA 93727
Phone 559-237-9000
Fax 559-237-8231

Quotation

EXPIRATION DATE	QUOTE NUMBER
03/18/2022	75-2201188
Johnstone Supply Fresno 5658 East Clinton Avenue Fresno, CA 93727 Phone 559-237-9000 Fax 559-237-8231	
PAGE NO. 1 of 2	

QUOTE TO:

SHIP TO:

City of Hanford
321 N Douty St
HANFORD, CA 93230

City of Hanford
321 N Douty St
HANFORD, CA 93230

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
17723	AUDITORIUM COOLERS	AUDITORIUM COOLERS		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Agustin Elenes	WILL CALL	Cash on Delivery	03/03/2022	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	ID500 DOWN DISCHARGE AEROCOOL INDUSTRIAL COOLER; CABINET ONLY; SINGLE INLET RIGID MEDIA IND CABINET		2050.000/ea	2050.00
1ea	WS100A 12" 90% EFFICIENT INDUSTRIAL WET SECTION		1480.000/ea	1480.00
1ea	PK60LA 115V INDUST PUMP		76.000/ea	76.00
14ea	IS500 SIDE DISCHARGE AEROCOOL INDUSTRIAL COOLER; CABINET ONLY; SINGLE INLET RIGID MEDIA IND CABINET		2050.000/ea	28700.00
14ea	WS100A 12" 90% EFFICIENT INDUSTRIAL WET SECTION		1480.000/ea	20720.00
14ea	PK62LA 230V INDUSTRIAL PUMP KIT		82.000/ea	1148.00
1ea	LEAD TIME(s):		0.000/ea	0.00
	UNITS LISTED ABOVE ARE BUILT TO ORDER, ESTIMATED 6-8 WEEK LEAD TIME PLUS COMMON CARRIER TRANSPORT.			
1ea	Estimated Freight		1800.000/ea	1800.00
	Actual freight may vary and you will be billed what we are billed.			

** Continued on Next Page **

SLAKEY BROTHERS

FROM James Askew
4333 N Effie
Fresno, CA 93726
559-226-7930
jaskew@slakey.com

Sales Rep: Fresno House Account

FOR 151130
City of Hanford
321 N Douty St
Hanford, CA 93230-3951
US
P: 559-585-2500

QUOTE 17076339

Contact: RANDY SHAW
Quote Date: 3/03/22
Quote Expires: 4/02/22
Carrier: S/T Slakey Truck

SHIP TO 151130
City of Hanford
City Of Hanford Public Works
900 S 10th Ave
Hanford, CA 93230-5234
P: 559-585-2500

Line	Product Number	Description	Qty	UOM	Unit Price	Ext. Price
1	EK AD1C5112	COOLER BODY 12 MEDIA DD 115V/2SP 5000CF	1	EA	1,592.0000	1,592.00
2	(ns) EK SAS150B	BLOWER CABINET SD SINGLE INLET (MS524)	14	EA	2,106.0000	29,484.00
3	(ns) EK SAS/SAD15012W	WET MODULE 12 (DM120)	14	EA	1,482.0000	20,748.00
4	EK 110468	PUMP 230V 10/12 & 14/21 COOLERS	14	EA	42.8295	599.61
Subtotal:						\$52,423.61
Tax:						\$3,800.72
Total:						\$56,224.33

(ns) Indicates non-stock special order for Slakey Brothers. Please sign and return the attached special order agreement

The prices herein are based upon receipt of customer purchase order for the total quantities listed prior to the quote expiration date above. Due to current market volatility, quoted prices for commodity items are only valid for the same business day. Orders placed after the quote expires will be subject to the price in effect at the time of shipment. To ensure you are billed the correct amount, please reference this quote number when placing your order.

Freight is an estimate only. Actual freight charge may vary. Quoted lead times are subject to change without notice.

SLAKEY BROTHERS

S
H
I
P
T
O

City of Hanford
City Of Hanford Public Works
900 S 10th Ave

Carrier: S/T Slakey Truck
Quote Number: 17076339
Quoted Amount: \$ 56,224.33
Quote Date: 3/03/22
Quote Expires: 4/02/22

Please note that this order contains non-stock products for Slakey Brothers. We need your signature verifying the accuracy of the listed items before this order can be placed.

Please verify the following:

- ☐ Quantities
☐ Voltage and phase if applicable: ☐ 120v 1 Ph ☐ 208/230v 1 Ph ☐ 208/230 3 Ph ☐ 460v 3 Ph
☐ Equipment configuration
☐ Listed dimensions
☐ Specific control
☐ Any options

Permission must be obtained from Slakey Brothers prior to returning any items. Stock items may be subject to a restock fee. Non-stock items may not be returned without the prior consent of Slakey Brothers and the product vendor. Customer will incur any cancellation, restock, freight, and handling charges. Special order items once in production cannot be cancelled.

Unless otherwise specified, non-stock items will ship factory direct to ONE destination only. Any changes to the specified shipping address may be subject to a reconsignment fee. If reconsigned to a Slakey Brothers Location, a 5% handling charge may be applied to the portion being reconsigned.

Please provide a shipping address if different than above:

PM/Jobsite Contact Name & Phone Number _____

Delivery Dates – The quoted delivery date(s) relies on information provided by the vendor(s) and are not guaranteed. Slakey Brothers is not responsible for the date(s). Slakey Brothers will use its best efforts to have the vendor meet the quoted delivery date(s) and will notify the customer of any changes to the quoted delivery date(s) that Slakey Brothers is made aware of. In no event is Slakey Brothers liable for any damages or extra expenses resulting from delays in delivery.

Code Compliance – It is the responsibility of the customer to ensure the product (s) ordered by the customer from Slakey Brothers and installed by the customer comply(s) with all governing building code(s) and regulation(s). In no event is Slakey Brothers liable for any damages or extra expenses from issues relating to code compliance.

Damage – Damage has to be noted on delivery documents at the time of receipt and communicated to Slakey Brothers within 3 business days.

Please fax or e-mail this sheet back to:

James Askew

Fax:

Email: jaskew@slakey.com

Customer Signature _____

Date _____

PO Number: _____

(ns) Indicates non-stock special order for Slakey Brothers. Please sign and return the attached special order agreement

The prices herein are based upon receipt of customer purchase order for the total quantities listed prior to the quote expiration date above. Due to current market volatility, quoted prices for commodity items are only valid for the same business day. Orders placed after the quote expires will be subject to the price in effect at the time of shipment.

To ensure you are billed the correct amount, please reference this quote number when placing your order.

Freight is an estimate only. Actual freight charge may vary. Quoted lead times are subject to change without notice.

GILBERT ELECTRIC COMPANY

2588 North Douty St.
Hanford, CA 93230
(559) 582-2018
License #845921

PROPOSAL

Proposal Submitted To:
City of Hanford

Job Name: Roofing electrical Upgrade

Location: Civic Auditorium

Date: Jan. 27, 2022

Contact: Randy Shaw

We hereby submit specifications and estimates for:

- Eliminate surface electrical conduit on roof of east and west wings of Civic Auditorium.
- Reroute conduit under roof deck.
- Add gutter under existing panels to get conduit away from wall.
- (15) 20A/250V 3phase coolers to reroute conduit and install new wire.
- (6) air conditioners to reroute conduit and install new wire.
- (4) flood lights.
- (2) camera/speaker.
- (4) receptacle.

WE PROPOSE hereby to furnish material and labor-complete in accordance with these specifications for the sum of:
Forty six thousand five hundred and 00/100 dollars.....\$46,500.00

Payable as follows: Upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature: _____

NOTE: This proposal may be withdrawn
by us if not accepted within thirty (30) days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Authorized
Signature _____ Title _____ Date _____

Attachment: 2022-3-11 Civic Projects bid documents (PW: Authorization to Award multiple contracts for the Civic Auditorium Cooler



NEW ENGLAND

SHEET METAL AND MECHANICAL CO.

2731 S. Cherry Ave.
Fresno, CA 93706
(559) 268-7375
www.nesm.com

3/1/2022 10:59 AM

Client: City of Hanford

Project: Civic Auditorium Rooftop Mechanical

TOTAL PROPOSAL: \$158,000

SCOPE:

- SEE SCOPE IN BID PACKAGE

CLARIFICATIONS:

1. Work to be performed during normal working hours (M-F 6:30 – 3:00PM)
2. Work will be performed in conjunction with roofers and this proposal is based on performing the work in accordance with a mutually agreeable schedule.
3. All work will be performed in accordance with the attached Exhibit A: General Terms and Conditions.

EXCLUSIONS:

- A. Architectural or structural engineering fees.
- B. Plan check fees and/or permits fees
- C. Special inspections and/or inspection fees
- D. Payment and Performance Bonds
- E. Builder's Risk Insurance
- F. Painting and coating work of any kind.
- G. Fire protection work of any kind.
- H. Abatement/Hazardous waste removal of any kind
- I. Supply of disconnects at (14) swamp coolers
- J. Waterproofing of any kind
- K. Roof patch-back

This proposal is valid for 45 calendar days.

NEW ENGLAND SHEET METAL AND MECHANICAL CO.

Dan Harris

Corporate Office: P.O. Box 27409, Fresno, CA 93729

Fresno
(559) 268-7375

Bakersfield
(661) 387-1600

West Sacramento
(916) 375-1833

Temecula
(951) 973-7393

C| 559.513.3486 P| 559.268.7375 x133
dharris@nesm.com

Acceptance of Proposal and Direction to Proceed:

Name: _____

Title: _____

Date: _____

CITY OF HANFORD

CALIFORNIA

Notice to Bidders

Sealed proposals will be received at the office of the **Finance Director, City Offices, 315 N. Douty Street, Hanford, California, 93230, until 2 p.m., on March 1, 2022** for the "Civic Auditorium Rooftop Mechanical" Project

Bids are required for the entire work as described herein:

Complete miscellaneous mechanical improvements as describe in the Scope (Attached)

There will be a mandatory pre-bid job walk at 400 N Douty St. at 10:00 a.m. on February 22, 2022.

If there are any questions, please direct them to:

Randy Shaw- Building Superintendent
City of Hanford
321 N Douty St.
Hanford, California 93230
(559) 585-2148
rshaw@cityofhanfordca.com

An executed copy of the contract and purchase order will be issued to the successful bidder that shall constitute acceptance of the Bidder's Proposal.

Each sealed proposal shall be addressed to the **Finance Director, City of Hanford, 315 North Douty Street, Hanford, California, 93230**, be endorsed with the name of the bidder, and be plainly marked (Civic Auditorium Rooftop Mechanical Project).

No bids will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of Business and Professions Code. The City reserves the right to reject any or all bids.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CITY OF HANFORD

"Civic Auditorium Rooftop Mechanical Project"

This contract is made by and between the City of Hanford, A Municipal Corporation ("City"), and
NEW ENGLAND SM + MECHANICAL ("Contractor").

The undersigned hereby agrees to perform work as described in the Scope of Work and the following criteria:

1. Prevailing Wage Requirement

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq.*, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

The Contractor shall forfeit Two Hundred Dollars (\$200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to CALIFORNIA LABOR CODE SECTION 1775, the difference between such

prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker in the addition to the penalties.

CALIFORNIA LABOR CODE SECTION 1742.1 makes the Contractor, any subcontractor and the payment bond insurer jointly and severally liable for liquidated damages equal to the total underpayment of wages remaining uncorrected for sixty (60) days after receipt of the first notice of the underpayment. The underpaid employee will receive both the liquidated damages and the underpayment amount. The District may also request imposition of penalties equal to Fifty Dollars (\$50.00) per day per worker in addition to the liquidated damages and underpayment.

Contractors shall maintain payrolls and basic records (e.g., time cards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors.

The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

If a project total cost is \$25,000 or less for construction, demolition, installation, or repair work, OR \$15,000 or less for maintenance work, the Contractor is EXEMPT from:

- DIR registration requirements for contractors or subcontractors performing the work
- Requirements for electronic submission of monthly payroll records to the DIR
- Requirements for DIR notification following award of the contract.

2. Insurance Requirements

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or

subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

- (A) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.
- (B) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) combined single limit for each occurrence for bodily injury and property damage for all activities arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles.
- (C) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any Workers' compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

The policies are to contain, or be endorsed to contain, the following provisions:

- (A) "The City and its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (B) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.
- (C) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (D) These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.
- (E) These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (F) The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.
- (G) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- (H) The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are licensed to conduct business in California..

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract,

including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

City Indemnification

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of

\$ 158,000

Written Proposal Amount: ONE HUNDRED FIFTY EIGHT THOUSAND $\frac{XX}{100}$

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Hanford shall retain 10% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500).

5. Time of Completion

The Contractor shall complete all work as identified in this bid ~~by April 4, 2022~~ after the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties with a starting date of no later than 10 days.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the duly licensed subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans. If no subcontractors will be on the job, write "None" across form. All subcontractors used for the work must be listed per Section 4104(a) of the Public Contract Code.

ITEM #	SUBCONTRACTOR	ADDRESS/TELEPHONE NO.	STATE LICENSE NO.	D.I.R. NUMBER
	AMERICAN CRANE	PO BOX 303 ESCALON CA 95320	957693 790487	1000000426

3/1/22
Date

2731 S. GERRIN AVE FRESNO 93706
Address

Type of Organization
(Individual, Partnership or Corporation)

NEW ENGLAND SM + MECH.
Bidder's Name

[Signature]
Authorized Signature

559 513 3486
Telephone Number

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Hanford business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

This contract shall be construed and governed pursuant to the laws of the State of California.

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

"Civic Auditorium Rooftop Mechanical Project"SCOPE OF WORK

See Attachment. – or description of work

CONTRACTOR:License No. 433674ADDRESS: 2731 S. CHERRY AVE FRESNO CA 93706PHONE NO: 559-268-7375SIGNATURE: 
(name) DAN HARRISDATE: 3/1/22ESTIMATOR
(title)

NOTE: The City of Hanford reserves the right to reject any and all bids.

CITY OF HANFORDACCEPTED BY: _____
Brad Albert
Parks & Community Services Director

DATE: _____

Hanford Civic Auditorium Rooftop Mechanical Project

Scope of work:

1) All Evaporative Coolers

- A. Remove and replace 14 coolers provided by others
- B. Raise curb height to 8" above roof deck
- C. Modify curb size to match cooler base size
- D. New 22 ga galv curb caps with all soldered joints
- E. Relocate for minimum 30" clearance between coolers
- F. Provide/install new duct offsets/transitions from existing duct to new cooler locations
- G. Provide and install new flex connectors with sun covers
- H. Provide and install new copper tubing for water supply from new rooftop
- I. shut off valves provided by others
- J. Provide new 8" curb for new commercial cooler that will replace single cooler on West roof.
- K. Provide duct transitions and/or modifications for new cooler to fit existing ductwork through roof.

2) All AC Units

- 3) Replace existing West side North unit with new Title 24 compliant RUUD/Rheem unit including adapter curb if required. Match existing size and voltage
- 4) Replace West side center unit with new Title 24 compliant unit. Match existing size and voltage. Modify curb to minimum 8" high and sized to match footprint of new unit. Provide 8" tall curbs with flashing at duct through roof penetrations. Provide all new ductwork above roof with 2" duct liner.
- 5) Replace West roof South unit with new Title 24 compliant unit. New unit to match existing size and voltage. Provide new 8" tall curb for this unit.
- 6) Replace East roof South unit with new Title 24 compliant RUUD/Rheem unit with adapter curb if required. New unit to match existing size and voltage.
- 7) Replace East roof North unit with new Title 24 compliant unit. Match existing size and voltage. Modify curb to minimum 8" high and sized to match footprint of new unit. Provide 8" tall curbs with flashing at duct through roof penetrations.
- 8) East roof center unit to remain as is.
- 9) Replace all air conditioning unit condensate lines with new PVC lines. Paint all piping for sunlight resistance. Provide roof blocks for support where needed.

10) Roof Vents and Penetrations

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Hanford Civic Auditorium Rooftop Mechanical Project

- 11) Raise all exhaust fan curbs to minimum 8" above roof deck
- 12) Raise all attic access curbs to minimum 8" above roof deck. Provide new 20 ga galv cover at each access.
- 13) Provide and install new 24 ga galv sleeper caps for all duct supports
- 14) Replace all attic vents with new 24"x24" screened vents on 8" tall curbs. Relocate vent on West side North vent at least 4' from other obstructions. Relocate East side vents to at least 4' from other obstructions.
- 15) Replace rusted out section of downspout on South East corner of West roof. Note this section of downspout has offsets.
- 16) On East roof, verify if four 8"x8" louvered roof vents are being used. Demo if not in use. If in use, replace with new screened vent cap on 8" high curb.
- 17) At upper Auditorium roof, replace 3 attic vents with new 24"x24" screened vents on 8" tall curbs.

[Type here]



**AGENDA
STAFF REPORT**

MEETING DATE: 3/15/2022	AGENDA SECTION:
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SUBJECT:
Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:
Council Future Agenda Items

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
4/7/20	Discussion of Pay for Parking Options in the Downtown Area	Council Consensus	John Doyel	After presentation of Downtown Plan
6/18/20	Discussion of Courthouse improvements and financing options	Council Consensus	Brad Albert	Delayed pending additional building review
12/21/21	Review of City Ordinance related to property line setbacks for Patio structures and Driveway Awnings	Council Consensus	Mary Beatie	4/5/2022
1/18/22	Discussion of options for New Business Incentives in the Downtown District	Council Consensus	Mario Cifuentez	4/20/2022

Attachment: Council Future Agenda Items (Council: Future Agenda Items)